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DIVISION OF REVIEW

THE CONTENT OF NIRA ADMINISTRATION LEGISLATION

PART C: TRADE PRACTICE PROVISIONS IN THE CODES

By

Daniel S. Gerig, Jr.
and
Beatrice Strasburger

WORK MATERIALS NO. 35

Work Materials No. 35 falls into the following parts:

Part A:	Executive and Administrative Orders
Part B:	Labor Provisions in the Codes
Part C:	Trade Practice Provisions in the Codes
Part D:	Administrative Provisions in the Codes
Part E:	Agreements under Section 4(a) and 7(p)
Part F:	A Type Case: The Cotton Textile Code

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9679

F O R E W O R D

The object of this study is to set forth in convenient form the substantive content of administrative legislation under the authority of Title I of the National Industrial Recovery Act as found in the orders, codes and agreements. Part A, prepared by Ruth Aull, is concerned with Executive and Administration Orders, and in some cases, Office Orders and Memoranda, legislative in nature; Part B, prepared by Ruth Reticker, with the labor provisions in the codes: Part C. prepared by Daniel S. Gerig, Jr. and Beatrice Strasburger, with the trade practice provisions in the codes; Part D. prepared by C. W. Putman, with the Administrative provisions in the codes; Part E. prepared by Ruth Aull, with the provisions of agreements under Sections 4 (a) and 7(b); and Part F, prepared by Ruth Aull, with a type case: the Cotton Textile Code. The work was under the general charge of G. C. Gamble, Coordinator of the Special Studies Section.

Title I of the National Industrial Recovery Act delegated to the President unprecedented powers with respect to regulation of industry and trade. The theory of the Act was that through the sponsorship of codes by trade or industrial associations or groups, and through voluntary agreements, such regulation would be cooperative with industry and trade.

By Section 2(b) of the Act the President was authorized to delegate any of his functions and powers to such officers, agents, and employees as he might designate or appoint. This power of delegation was widely exercised and through the administrative activities of the National Recovery Administration, established by the President under Section 2(a) of the Act. 557 so-called industry or trade codes and 188 codes supplementary to the basic codes came into being. These codes were approved under the authority of Section 3(a) of the Act. In addition a smaller but none-the-less considerable number of agreements was entered into under Sections 4(a) and 7(b) exclusive of the President's Reemployment Agreement, based on Section 4(a), which was "accepted" by more than 2,000,000 employers. The codes were to be as binding as any Act of the Congress, and the code-making administrative processes under the Act may aptly be described as sub-legislative.

The Supreme Court in its decision on the Schechter case, which terminated the existence of the codes, referred to the legislative aspects of the code-making process in saying:

> "It (the statutory plan) involves the coercive exercise of the law-making power. The codes of fair competition which the statute attempts to authorize are codes of laws. If valid, they place all persons within their reach under the obligation of positive law, binding equally those who assent and those who do not assent."

The agreements entered into under the Act, at least with respect to the administrative steps leading to approval, were less clearly legislative, but the agreements under both Sections 4(a) and 7(b) constituted, to the extent they were used, the detailed and sub-

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stantive expression of the legislative intent. Furthermore, the position taken by the National Recovery Administration that the phrase "same effect as a code of fair competition" used in Section 7(b) referred to the fact that the agreement when approved should carry the penalty provisions of the act, would, if sustained, give such agreements legislative aspects identical with those of the codes.

In the administration of the National Industrial Recovery Act many orders were issued which affected the actions or interests of persons not connected with the National Recovery Administration or affected the provisions of codes. The Executive Orders issued by the President and the Administrative Orders issued by the Administrator for Industrial Recovery or in the name of the National Industrial Recovery Board bearing on the administration of Title I of the Act were, with a few exceptions, issued under the authority of the Act itself or under the delegation of power permitted by Section 2(b). A substantial percentage of such orders, through the nature of their provisions, were legislative. Within the National Recovery Administration Office Orders or Office Memoranda were issued primarily as instructions to or for the guidance of the personnel of the organization or for the purpose of establishing parts of the organization. Some of these orders nevertheless contained provisions or requirements which directly affected code provisions or indicated requirements upon members of industry and in their scope seemingly may be called legislative in nature.

It will be observed that the provisions of the National Industrial Recovery Act constituted a very small portion indeed of the great volume of administrative legislation under the Act. The substance of the administrative legislation is to be found in documents formulated from various types of administrative action.

The study is not concerned with evaluation of this administrative legislation; it is not concerned with evaluation of its consequences. Such issues are treated in other studies. This study is confined to a statement of the content of the NIRA administrative legislation.

At the back of this report a brief statement of the studies undertaken by the Division of Review will be found.

L. C. Marshall
Director, Division of Review

February 17, 1936

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TRADE PRACTICE PROVISIONS IN CODES OF FAIR COMPETITION

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TRADE PRACTICE PROVISIONS IN CODES OF FAIR COMPETITION

PART I

INTRODUCTION

The tabulation and description of trade practice provisions presented in Parts II and III below have been undertaken in an effort to reduce to summary statement the numerous and diverse restrictions which formed the body of NRA law relating to fair trade practices. Because the various trade practice restrictions did not apply uniformly to all of the codes, a necessary part of the summary has been a measure of the frequency with which each of them was incorporated in the codes.

No attempt has been made to trace the amendments or modifications of trade practice provisions during the life of the codes. The present analysis has rather been confined to the provisions as last effective, that is as of May 27, 1935. Provisions stayed (temporarily or indefinitely suspended though not deleted from the code) have however been included in the totals, the number of provisions stayed in each case being indicated.

The basic summary statement is set forth in Part II, Section I below. It presents the principal types of trade practice restrictions which appeared in the codes, together with the number of codes in each of the twenty-two industry groups which incorporated the specified restrictions. Thus, the trade practice provisions have been summarized in two important respects. In the first place, only the principal types of restrictions have been individually specified. Secondly, instead of a listing of the individual codes which included the restrictions, the tabulation presents the total number of codes which contained the specified restrictions, the totals being broken down, however, by the twenty-two industry groups referred to above. The value of this summary is precisely that of setting forth by codes, the main types of trade practices which were restricted, together with an indication of the frequency with which and the manner in which these practices were objects of control by the various groups of related codes.

In addition to the tabulation which appears in Part II - Section I, Part II - Section II has been included as a running series of footnotes explaining and expanding the material contained in the tabulation. Specifically, these footnotes have been designed to explain the nature of the practice regulated and the principle upon which provisions were grouped together, to summarize the variations in the wording of the provisions classified under each item, and to indicate the types of practices which are included in the various summary or "catch-all" items appearing in the tabulation.

Part III has been prepared to illustrate more concretely than was possible in Part II the complexity and variety of codal trade practice provisions, by summarizing in detail all of the restrictions of twenty-two codes - one representative code for each of the twenty-two industry groups.

The first step in the summarization of trade practice provisions was the development of a framework of classification. The classification used in the present analysis has where possible been based upon similarities in the objectives or functions which the trade practice restrictions were designed to achieve; otherwise the basis has been similarity in the kind of practices restricted. The first is a functional and the second a descriptive basis of classification.

The use of a descriptive as well as a functional basis has resulted in the relatively large number of major groupings which were adopted for purposes of this summary. They are as follows:*

PRODUCTION, CAPACITY AND INVENTORY CONTROL
COST ACCOUNTING SYSTEMS
MINIMUM PRICE PROVISIONS
TERMS OF PAYMENT
FORMS OF PAYMENT
FREIGHT AND TRANSPORTATION TERMS
SHIPMENTS
OPEN PRICE SYSTEMS
SALES IN OTHER ZONES BELOW LOWEST FILED PRICE IN THOSE ZONES
"DUMPING"
PRICE GUARANTEES AND OTHER OFFERS OF PRICE PROTECTION
DEFERRED DELIVERIES
UNILATERAL AGREEMENTS (buyer not bound)
REBATES
ALLOWANCES
PAYMENT OR DIVERSION OF COMMISSIONS OR FEES TO BUYERS OR THEIR AGENTS
RENDERING FINANCIAL ASSISTANCE TO BUYERS
ASSUMPTION OF LIABILITIES NOT "REASONABLY" SELLER'S
CONDITIONAL SALES
SHIPMENTS WITHOUT ORDER
PRODUCT AND MAINTENANCE GUARANTEES
RETURNS AND ADJUSTMENTS
RENDERING ADDITIONAL OR SPECIAL SERVICES
SUPPLYING ADDITIONAL OR SPECIAL GOODS
FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC.
DEPARTURES FROM CONTRACT STANDARDS
SALES OF SUBSTANDARD, OBSOLETE OR USED GOODS
PIRACY AND IMITATIONS
LABELING REQUIREMENTS
COERCION, TRESPASS AND INTERFERENCE
PURCHASE FROM CUSTOMER OR EXCHANGE OF OWN FOR COMPETITOR'S PRODUCTS
MISREPRESENTATION AND DECEPTION
SHIPPING OR PERFORMING AT VARIANCE WITH CONTRACT OR REPRESENTATION
DISCRIMINATION IN PRICES, TERMS, SERVICES AND/OR PRIVILEGES
CUSTOMER CLASSIFICATION
SALES TO DELINQUENT ACCOUNTS
TRADE DIFFERENTIALS AND QUANTITY DISCOUNTS
SELLING DIRECTLY IN COMPETITION WITH RETAILER OR OTHER TRADE FACTOR
ADHERENCE TO SELLER'S CODE BY CUSTOMER
DEALING WITH AGENTS, BROKERS, OR OTHER CONTROLLED SALES REPRESENTATIVES
RESTRICTIONS ON CODE MEMBERS AS PURCHASERS
RENTING OR LEASING INDUSTRY PRODUCTS
CONTRACTING OUT OF WORK
WORKING ON MATERIALS FURNISHED BY OTHERS
BIDDING AND AWARDING

* The difficulty in classifying trade practice provisions on a functional basis arises from the lack of precise information about the purpose for which many of such provisions were incorporated in codes.

(Footnote continued)

Such information must await a detailed analysis of the operation of these provisions. However, there has been one notable attempt made by the Trade Practice Studies Section to group trade practice provisions according to their similarity of function. It is set forth below to illustrate the type of classification which may with some certainty be possible after the results of the investigation of code experience are available.

I. Production and Capacity Control Provisions
II. Minimum Price Provisions
III. Open Price Provisions
IV. Provisions Primarily Designed to Restrict the Granting of Indirect Concessions to Influence a Sale
V. Provisions Primarily Designed to Preserve or Modify Channels of Distribution
VI. Provisions Primarily Designed to Preserve or Modify Geographical Relationships
VII. Provisions Primarily Designed to Restrict the Use of Competitor's Designs or Styles and the Imitation of Competitor's Identifications
VIII. Provisions for Standardization, Simplification and Labeling
IX. Provisions Primarily Designed to Limit the Use of Coercive and Predacious Devices
X. Provisions Primarily Designed to Limit Deception and Misrepresentation
XI. Provisions of a Special Nature Primarily Designed to Regulate Bidding and Awarding Practices
XII. Other Trade Practice Provisions

In most cases the major classes of trade provisions have been subdivided into minor groupings of related provisions. Frequently the minor groupings are obviously related to the major heading as in the case of "Production, Capacity and Inventory Control" under which appear:

1. Machine and plant hour limitations
2. Restrictions on productive capacity
3. Limitations on Size of Inventory
4. Allocation of Production

In some cases, however, the relation is not at once obvious. This is especially true where the basis of the classification is a functional one and where, therefore, the inclusion of groups of provisions under a given heading is based upon an interpretation of the objectives of these provisions. One purpose of the running footnotes appearing in Part II, Section II is to explain such interpretations.

A final step in the classification of trade practice provisions was the development of a method for showing the manner in which the specified practices were restricted. Although there was a wide variety of these restrictions, the great majority were classifiable as

follows:

Prohibited under any circumstances
Prohibited except under circumstances defined by Code Authority
Prohibited only if secret
Prohibited only if discriminatory in effect
Prohibited only if misleading, deceptive, or misrepresentative
Prohibited only if free
Prohibited only if unreasonable or excessive
Prohibited unless adequate charge is made
Maximum limit prescribed
Minimum limit prescribed
Time limit prescribed
Must secure authorization of Code Authority
Must report practice to Code Authority

In the tabulation set forth in Part II of the report, only those restrictions of the specified trade practices which occurred with relatively great frequency were individually indicated. Otherwise they were grouped under the item "Other Restrictions." Thus under the trade practice, "Sales on Consignment or Memorandum" these restrictions appear:

Prohibited	151 codes
Prohibited except under circumstances defined by Code Authority	89 codes
Prohibited except under circumstances defined by Code Authority with administrative approval	57 codes
Other restrictions	22 codes

As explained by the footnote for this item, the "other restrictions" included the following: prohibited only if secret; prohibited if discriminatory; maximum prescribed for the length of time for which a consignment might be made; terms thereto must be set forth in written agreement; prohibited if prices for possible future sales were indeterminate; and prohibited only with respect to new customers.

In Part III where twenty-two representative codes are treated in detail, all restrictions, however infrequent their occurence, have been individually set forth. This was done by a method of reference symbols which is explained in detail below.

Limitations of space have prevented the inclusion in the tabulation set forth in Part II of the numerous exceptions granted by code provision in connection with the various restrictions. These exceptions most commonly applied to the sale of certain kinds of products, the sale to certain classes of customers or the sales by certain types of members. Exceptions of manifest importance, however, have been mentioned in the footnotes which accompany the tabulation.

All exceptions granted in the twenty-two codes summarized in Part III have been indicated by reference symbols.

PART II

SUMMARY STATEMENT OF TRADE PRACTICE PROVISIONS

The general summary of trade practice provisions in the codes of fair competition is presented in the two sections which follow. Section I contains a tabulation of the number of codes by types of trade practice restrictions. Section II, by a series of notes, explains and expands the material in the tabulation.

I. TABULATION OF CODES BY TYPES OF TRADE PRACTICE RESTRICTIONS

The trade practice provisions of 571 codes and 189 supplements, or a total of 760 codes and supplements, are included in this tabulation. The provisions of four codes, Investment Bankers, Auction and Loose Leaf Tobacco Warehouse, Grain Exchange and Members Thereof, and Live Poultry Industry in the Metropolitan Area of New York, however, have been excluded entirely. The provisions of these four codes for the most part are unique. Their inclusion in the tabulation would have necessitated an expansion in the number of individual items entirely out of proportion to their relative significance.

The Trade Practice provisions of the Investment Bankers Code may be found in CODES OF FAIR COMPETITION, Government Printing Office, 1935, Volume III, Page 509. The provisions of the other three codes may be found in the unbound copies of those codes issued by the Agricultural Adjustment Administration.

Omitted, also, from the tabulation are a number of relatively unimportant trade practice provisions which appeared too infrequently to justify the considerable expansion of the tabulation which would have been necessary to incorporate them. They are set forth in Appendix I, together with the total number of codes and supplements in which they were included.

The capitalized and italicized stubs on the left side of the tabulation show the trade practices upon which some type of restriction was imposed. The subheads indicate the manner in which the practices were restricted. Opposite each of these subheads are given the numbers of codes in which the restriction appeared - the first column containing the total for all codes and supplements and the others the totals for the twenty-two industry groups. The figures in parenthesis are the number of such provisions which, as of May 7, 1935, were stayed.

In arriving at the totals, provisions in supplemental (*) codes

---

* Supplemental codes were codes which incorporated some of the provisions of a basic code but which were approved independently of the basic code, whereas so-called divisional codes were integral parts of a basic code but containing special provisions applying only to certain members or products of the industry.

were distinguished from those in the basic codes and counted separately. On the other hand, a given provision was counted but once whether it appeared in one or each of a number of divisions of a code.

It will be noted that a page reference to the appropriate notes in Section II is set forth opposite each trade practice heading appearing in the tabulation.

The tabulation follows.

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	TOTAL	Number of Codes and Supplements by Industry Groupings: 1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
PRODUCTION, CAPACITY AND INVENTORY CONTROL																							
Machine and Plant Hour Limitations (See pp. 29-30)																							
Less than 40 hours per week - 1 shift	11	—	—	—	—	—	—	—	—	—	—	10	1	—	—	—	—	—	—	—	—	—	—
40 hours per week - 1 shift	19	—	—	—	—	—	1	1	1	—	2	11	—	2	—	—	—	—	—	—	1	—	—
Over 40 - less than 80 hours per week - 2 shifts	2	—	—	—	—	—	—	—	1	—	—	—	—	1	—	—	—	—	—	—	—	—	—
80 hours per week - 2 shifts	(1stay) 2½	—	—	—	—	—	1	—	—	—	(1stay) 15	5	—	2	—	—	—	—	—	—	—	—	—
144 hours per week - 3 shifts	2	—	—	—	—	—	2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Days per week only limited	3	—	1	—	—	—	1	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Restrictions On Productive Capacity (pp.30-32)																							
Provisions made mandatory by code	34	1	11	1	1	3	1	—	—	3	6	1	—	1	—	1	4	—	—	—	—	—	—
Provisions effective only at initiation of Code Authority with administrative approval	(2stays) 8	1	2	—	—	—	—	—	(1stay) 1	—	1	1	—	—	1	—	—	—	—	—	—	(1stay) 1	—
Direct prohibition of increasing production capacity	4	2	1	—	—	—	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—
Authorisation of Code Authority or administration required before increasing and/or improving production capacity	(1stay) 22	—	4	1	1	3	—	—	(1stay) 1	3	5	1	—	—	—	1	2	—	—	—	—	—	—
Notice to Code Authority prior to increasing and/or improving production capacity required	12	—	8	—	—	—	1	—	—	—	—	—	—	1	1	—	1	—	—	—	—	—	—
Limitations on Size of Inventory (pp. 32-33)																							
Provisions made mandatory by code	4	—	—	1	—	1	—	—	—	—	2	—	—	—	—	—	—	—	—	—	—	—	—
Provisions effective only at initiation of Code Authority with administrative approval	1	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Allocation of Production (pp. 33-35)																							
Provisions made mandatory by code	3	1	—	1	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Provisions effective only at initiation of Code Authority with administrative approval	4	1	2	—	—	—	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—
Provisions effective only upon voluntary agreement with Code Authority's approval	1	—	—	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Basis - total quotas only	1	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
- total and individual quotas	4	1	1	—	1	—	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—
- individual quotas only	2	—	1	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COST ACCOUNTING SYSTEMS (pp. 35-36)																							
Code Authority to establish	67	—	3	—	—	2	1	—	46	2	1	4	2	1	1	—	—	—	—	1	—	—	—
Code Authority to establish with administrative approval	395	3	32	—	14	12	30	2	66	28	22	28	2	103	3	17	3	—	1	2	15	7	5
Specified in Code or established pursuant to enabling provisions	43	—	3	—	1	2	—	2	6	4	1	4	2	11	—	1	3	—	—	—	1	2	—

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	TOTAL	Number of Codes and Supplements by Industry Groupings: 1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
MINIMUM PRICE PROVISIONS																							
Selling Below Cost (see pages 37-39)																							
Prohibited if below individual member's cost	(8stays) 381	2	34	1	9	(1stay) 14	30	3	(2stays) 79	18	(1stay) 16	(1stay) 33	5	(2stays) 93	3	(1stay) 16	3	—	1	2	16	3	—
Prohibited if below cost for entire industry	(1stay) 24	—	3	—	1	2	—	—	3	—	1	1	1	3	—	—	(1stay) 2	1	—	—	2	4	—
Prohibited if below individual prime cost plus uniform mark-up or overhead for industry	(3stays) 17	—	2	—	—	(1stay) 1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(1stay) 5	(1stay) 8	1
Minimum Prices (pages 39-42)																							
To be established with administrative approval in emergency only	(4stays) 223	2	9	—	6	5	1	—	55	26	9	10	2	64	1	5	2	—	—	1	14	(3stays) 7	(1stay) 4
To be established with or without administrative approval irrespective of emergency	1	—	—	2	—	—	—	—	—	—	—	—	—	1	1	—	2	—	—	—	1	—	—
Destructive Price Cutting (pp. 42-44)																							
Prohibited	(5stays) 150	1	5	—	(1stay) 6	6	—	—	43	28	7	2	—	23	1	4	1	—	—	1	13	(3stays) 5	(1stay) 4
Price Differentials Between Classes of Products (pp. 45-46)																							
Specified	3	1	—	—	—	—	—	—	—	1	—	—	—	—	1	—	—	—	—	—	—	—	—
Code Authority to establish	5	1	1	—	—	—	—	—	1	—	—	—	—	2	—	—	—	—	—	—	—	—	—
TERMS OF PAYMENT																							
Cash Discounts (pp. 46-47)	(8stays) 258	3	(1stay) 10	—	7	16	7	3	(2stays) 41	12	17	35	(1stay) 8	(3stays) 54	4	2	—	—	—	(1stay) 8	25	2	—
Maximum or exact rate specified	20	—	—	—	—	1	—	—	3	—	2	1	—	10	1	1	—	—	—	—	1	—	—
Prohibited	(1stay) 8	(1stay) 1	—	—	—	—	—	—	—	6	—	—	—	1	—	—	—	—	—	—	—	—	—
Other restrictions																							
Anticipation of Bills (pp. 47-48)	(3stays) 59	—	—	—	1	3	—	—	2	—	11	17	(1stay) 3	(2stays) 13	—	2	—	—	—	—	7	—	—
Maximum or exact rate of discount specified	8	—	—	—	1	—	—	1	—	—	—	—	—	4	1	—	—	—	—	—	1	—	—
Discount prohibited																							
Period of Free Credit (p. 48)	(5stays) 202	3	(1stay) 9	—	7	13	6	2	33	2	15	19	(1stay) 6	(2stays) 59	2	2	—	—	—	(1stay) 2	19	2	1
Duration specified																							
Interest Rate Beyond Free Credit Period (pp. 48-49)	(1stay) 72	—	2	—	1	1	1	1	21	3	6	3	3	(1stay) 21	1	2	—	—	—	—	6	—	—
Exact or minimum rate specified																							
Other restrictions	(1stay) 7	—	—	—	—	—	—	—	1	—	—	(1stay) 1	—	—	—	1	1	—	—	—	1	2	—
Installment Sales (pp. 49-51)	(1stay) 20	—	(1stay) 1	—	—	—	—	—	10	1	—	—	—	4	—	—	—	—	—	—	3	1	—
Detailed terms and conditions specified																							
Other restrictions	6	—	—	—	—	—	—	—	2	—	—	—	—	1	—	—	1	—	—	—	—	2	—
Deferred Payments (other than installment sales) (pp. 51-52)	38	—	—	—	—	2	—	—	13	4	1	—	—	8	1	2	1	—	—	—	1	3	2
Detailed terms and conditions specified																							
Other restrictions	6	—	—	—	—	—	—	—	3	—	—	—	—	2	—	1	—	—	—	—	—	—	—

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NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Fur	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
Delayed Billing (pp. 52-54)	(1stay) 41	—	1	—	—	2	1	—	6	—	7	4	2	7	1	2	—	—	—	(1stay) 1	6	1	—
Prohibited																							
Detailed terms and conditions of seasonal datings or "datings" specified	(2stays) 74	1	1	—	1	6	—	2	3	—	6	19	2	(2stays) 18	2	—	—	—	—	—	13	—	—
Maximum amount and/or time of retained percentage specified	9	—	—	—	1	—	—	—	2	—	—	—	—	3	—	3	—	—	—	—	—	—	—
Other restrictions	12	—	—	—	—	1	1	1	2	—	1	—	—	5	—	—	—	—	—	—	1	—	—
FORMS OF PAYMENT																							
Accepting Securities (p. 55)	15	—	4	—	1	—	—	—	4	—	—	—	—	—	—	5	—	—	1	—	—	—	—
Prohibited if at more than market value	4	—	1	—	1	—	—	—	1	—	—	—	—	1	—	—	—	—	—	—	—	—	—
Other restrictions																							
Accepting Certain Other Forms of Payment (pp. 55-56)	20	—	1	—	—	1	—	—	9	2	1	—	—	4	—	1	—	—	—	—	—	1	—
Prohibited	13	—	1	—	2	1	—	—	1	—	1	—	—	1	1	3	—	—	—	—	1	1	—
Other restrictions																							
FREIGHT AND TRANSPORTATION TERMS																							
Basing Point System (pp. 56-57)	3	1	—	—	—	—	—	—	—	—	—	—	—	—	—	2	—	—	—	—	—	—	—
Detailed rules specified																							
F. O. B. Basis of Selling (p. 57)	(2stays) 90	—	2	—	2	4	3	2	(1stay) 22	3	7	(1stay) 16	—	19	2	—	—	—	—	—	7	—	1
Required																							
Delivered Basis of Selling (p. 57)	5	1	2	—	—	1	—	—	—	—	—	—	—	1	—	—	—	—	—	—	—	—	—
Required																							
Omitting Freight Charges In Computing Delivered Prices (pp. 57-58)	(1stay) 31	1	5	—	—	1	—	—	8	6	—	(1stay) 1	—	4	1	—	—	—	—	—	4	—	—
Prohibited																							
Prepayment of Freight Charges (p. 58)	13	1	1	—	1	—	1	1	—	1	—	—	—	4	—	—	—	—	—	—	3	—	—
Prohibited																							
Prohibited unless cost is recovered	(1stay) 8	—	—	—	—	1	—	—	1	2	1	—	—	1	—	—	—	—	—	—	(1stay) 2	—	—
Permitted	(2stays) 7	—	1	—	—	—	—	—	(1stay) 4	—	—	(1stay) 1	—	1	—	—	—	—	—	—	—	—	—
Other restrictions	(1stay) 12	1	4	1	—	—	—	1	(1stay) 1	1	—	—	—	1	—	—	—	—	—	—	2	—	—
Equalization of Freight Rates (p. 59)	11	—	—	—	—	—	1	—	2	—	—	—	—	4	—	—	—	—	—	—	4	—	—
Permitted																							

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NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation & Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
SHIPMENTS																							
Split Shipments (pp. 59-60)																							
Detailed terms and conditions specified	6	—	—	—	—	1	1	—	1	—	3	—	—	—	—	—	—	—	—	—	—	—	—
Shipments Smaller Than Specified Minimum (p. 60)																							
Prohibited	4	—	1	—	—	—	1	—	—	—	—	—	—	—	1	—	—	—	—	—	1	—	—
Handling or service charge required	8	—	1	—	—	—	—	—	—	—	—	3	—	4	—	—	—	—	—	—	—	—	—
Other restrictions	5	—	1	—	—	—	—	—	—	—	1	1	—	2	—	—	—	—	—	—	—	—	—
OPEN PRICE SYSTEM (pp. 60-70)																							
Provisions made mandatory by code	(9stays) 322	8	38	2	14	(1stay) 19	8	(1stay) 4	57	(2stay) 29	18	10	1	(3stays) 83	1	4	5	—	—	(1stay) 4	10	4	(1stay) 3
Provisions effective only at initiation of Code Authority	122	—	6	—	2	1	21	—	46	3	5	1	—	24	2	2	—	—	—	—	8	1	—
Publishing or posting required in addition to filing	2	—	—	1	—	—	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—
Publishing or posting required instead of filing	(1stay) 3	—	—	—	—	—	—	—	—	1	—	1	—	—	—	—	—	—	—	—	—	1	—
No waiting period required	(5stays) 164	4	19	2	8	10	3	(1stay) 1	27	(2stays) 16	11	6	—	(1stay) 36	1	3	2	—	—	1	8	3	(1stay) 3
Waiting period required before any revision	(11stays) 142	1	(5stays) 10	—	(2stays) 2	(1stay) 4	—	—	(45stays) 53	(14stays) 15	2	—	(1stay) 1	(34stays) 38	—	(2stays) 3	(2stays) 3	—	—	(2stays) 2	(6stays) 8	—	—
Waiting period required before decreases only	(68stays) 127	(1stay) 3	(6stays) 15	—	(1stay) 4	(5stays) 6	(21stays) 27	3	(6stays) 22	1	(3stays) 7	(3stays) 4	—	(18stays) 29	1	—	—	—	—	(1stay) 1	2	(2stays) 2	—
Waiting period may be shortened to meet competition	(142stays) 216	2	(9stays) 22	—	(1stay) 5	(4stays) 5	(21stays) 26	(1stay) 3	(45stays) 70	(4stays) 4	(2 stays) 7	(2stays) 3	(1stay) 1	(46stays) 56	—	(3stays) 3	3	—	—	—	(3stays) 6	—	—
Disseminating or availability to customers required	(7stays) 274	4	30	1	8	(1stay) 9	28	(1stay) 2	40	(2stays) 28	10	2	1	(2stays) 80	2	6	1	—	—	2	15	2	(1stay) 3
No provision regarding dissemination or availability to customers	(2stays) 150	4	13	1	6	11	1	2	53	4	12	8	—	(1stay) 23	—	—	4	—	—	(1stay) 2	3	3	—
Dissemination or availability to members required	(7stays) 372	5	40	1	12	(1stay) 14	28	(1stay) 4	93	(2stays) 23	17	6	1	(2stays) 94	2	6	3	—	—	3	15	2	(1stay) 3
No provision regarding dissemination or availability to members	(2stays) 52	3	3	1	2	4	1	—	8	4	4	4	—	(1stay) 9	—	—	2	—	—	(1stay) 1	3	3	—
Must sell at filed prices	(4stays) 244	3	24	2	10	7	1	(1stay) 2	65	(2stays) 28	6	3	1	67	1	3	2	—	—	2	11	3	(1stay) 3
May sell above filed prices	(4stays) 168	5	18	—	4	(1stay) 9	28	2	32	3	12	6	—	(2stays) 35	1	3	1	—	—	(1stay) 1	6	2	—
May meet lowest filed price	23	—	1	—	—	3	—	—	1	5	2	1	—	6	—	—	1	—	—	1	1	1	—
May sell special goods below	15	1	—	—	—	—	1	—	1	2	3	2	—	2	—	—	1	—	—	—	2	—	—
SALES IN OTHER ZONES BELOW LOWEST FILED PRICE IN THOSE ZONES (pp. 70-71)																							
Prohibited	6	3	—	—	1	—	1	—	—	—	1	—	—	—	—	—	—	—	—	—	—	—	—
May not be more than 20% below	(2stays) 2	(1stay) 1	—	(1stay) 1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
"DUMPING" (p. 71)																							
Prohibited	23	—	—	1	—	—	19	—	1	1	—	—	—	1	—	—	—	—	—	—	—	—	—

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Or[illegible]

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communications	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
PRICE GUARANTEES AND OTHER OFFERS OF PRICE PROTECTION (p. 71)																							
Price Guarantees (pp. 72-73)	(2atavs) 169	6	8	--	4	(1atav) 14	1	3	30	(1etav) 17	13	10	--	52	--	2	--	--	--	--	7	2	--
Prohibited																							
Time limit specified	16	--	2	--	--	--	--	--	8	1	1	--	1	3	--	--	--	--	--	--	--	--	--
Other restrictions	20	1	2	--	3	1	1	--	4	1	--	--	--	3	1	3	--	--	--	--	--	--	--
Agreements Indefinite as to Time and/or Quantity (pp. 73-74)																							
Prohibited	62	2	5	--	2	4	2	2	9	1	5	1	1	23	1	1	--	--	--	--	3	--	--
Other restrictions	9	--	--	--	--	--	--	--	1	--	1	--	--	7	--	--	--	--	--	--	--	--	--
Other Offers of Price Protection (Options, offers without time limit, advance notification of price change, etc. (pp. 74-75)																							
Prohibited	45	--	9	--	2	2	--	1	14	2	2	1	--	9	1	3	--	--	--	--	--	1	--
Time Limit Specified	(1atav) 18	--	4	--	--	--	1	(1atav) 1	2	--	1	1	--	3	--	1	--	--	1	1	2	--	--
Other restrictions	19	--	3	--	--	--	--	--	2	--	1	1	--	7	--	2	--	--	1	--	--	2	--
DEFERRED DELIVERIES (pp. 75-76)																							
Prohibited	12	12	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Time limit specified	64	3	7	--	1	3	3	--	9	5	4	1	2	23	1	1	--	--	--	--	1	--	--
Other restrictions	22	2	1	--	--	1	1	--	6	3	2	--	--	6	--	--	--	--	--	--	--	--	--
UNILATERAL AGREEMENTS (buyer not bound) (p. 76)																							
Prohibited	34	2	1	--	2	1	2	--	4	--	2	2	--	15	--	1	--	--	--	--	2	--	--
REBATES (pp. 77-78)																							
Prohibited	(1atav) 96	--	4	1	--	11	5	1	7	12	6	10	1	18	2	2	4	--	(1atav) 1	--	6	4	1
Prohibited if secret	(6atavs) 473	(1atav) 9	33	--	14	11	19	9	109	18	25	29	8	99	3	24	2	--	1	(4atavs) 9	35	(1atav) 12	4
Prohibited if discriminatory	(1atav) 24	--	3	--	1	--	--	1	3	--	1	3	--	5	1	4	--	--	--	(1atav) 1	1	--	--
Other restrictions	14	--	2	--	--	1	--	--	2	1	--	--	--	3	--	2	1	--	2	--	--	--	--
ALLOWANCES (p. 78)																							
"Allowances" (pp. 78-79)																							
Prohibited	(1atav) 11	--	1	--	--	--	--	--	2	3	1	--	--	3	--	--	--	--	(1atav) 1	--	--	--	--
Other restrictions	(1atav) 32	(1atav) 3	2	1	--	2	--	--	1	4	1	4	--	7	--	3	--	--	--	--	3	1	--
Advertising Allowances (pp. 79-81)																							
Prohibited	54	--	2	--	2	6	3	1	1	4	3	14	1	13	--	--	--	--	--	--	2	2	--
Detailed terms and conditions specified	33	--	--	--	--	2	--	--	2	24	--	2	--	2	--	--	--	--	--	--	--	1	--
Maximum limit specified	9	--	--	--	--	1	--	--	1	1	--	4	--	1	--	--	--	--	--	--	1	--	--
Other restrictions	46	1	6	--	--	3	1	--	9	--	4	4	3	11	--	--	--	--	--	--	4	--	--

TRADE PRACTICE RESTRICTIONS	NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS Number of Codes and Supplements by Industry Groupings																					
	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
Distribution Service Allowances (81)																						
Detailed terms and conditions specified	6	--	--	--	--	2	--	--	--	4	--	--	--	--	--	--	--	--	--	--	--	--
Other restrictions	6	1	1	--	--	1	--	--	1	1	--	--	--	1	--	--	--	--	--	--	--	--
Prohibited	8	--	--	--	--	--	1	--	--	--	--	1	--	4	--	--	--	--	--	--	2	--
Freight Allowances (82-83)	(1stay) 37	1	2	--	1	4	--	--	10	5	2	--	--	8	1	--	--	--	--	--	(1stay) 3	--
Prohibited	(1stay) 25	--	2	--	--	1	1	1	(1stay) 5	2	--	2	1	6	1	--	--	--	--	--	3	--
Other restrictions																						
Trade-In Allowances (83-84)	(4stays) 27	--	1	--	--	--	--	--	(4stays) 21	--	--	--	--	3	--	--	--	--	--	--	1	1	--
Prohibited	(2stays) 26	--	--	--	--	--	--	--	(2stays) 16	--	--	--	--	6	--	--	--	--	--	--	3	1	--
Other restrictions																						
Other Special Allowances (Container, catalogue, etc.) (84-85)	6	--	1	--	--	1	--	--	1	1	--	--	--	2	--	--	--	--	--	--	--	--
Prohibited	15	--	1	--	--	--	--	--	--	12	1	--	--	--	--	--	1	--	--	--	--	--
Prohibited if excessive	7	--	1	--	--	2	1	--	1	2	--	--	--	--	--	--	--	--	--	--	--	--
Other restrictions																						
PAYMENT OR DIVERSION OF COMMISSIONS OR FEES TO BUYERS OR THEIR AGENTS (85-86)	(3stays) 100	1	12	1	4	4	1	--	10	(1stay) 21	3	6	--	24	--	1	--	--	2	(2stays) 3	4	3	--
Prohibited	11	1	1	--	--	1	--	--	--	--	1	1	--	4	--	1	--	--	--	--	1	--	--
Other restrictions																						
RENDERING FINANCIAL ASSISTANCE TO BUYERS (86)																						
Purchasing From Buyer (86-87)	9	--	2	--	--	1	--	--	4	--	--	--	--	1	--	--	--	--	--	--	1	--	--
Prohibited	13	--	4	--	--	--	--	1	--	--	--	--	1	6	--	--	1	--	--	--	--	--	--
Prohibited if excessive in value or quantity	2	--	2	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Other restrictions																							
Renting From Buyer (87)	6	--	4	--	--	1	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--	--	--
Prohibited	4	--	--	--	--	1	--	--	1	--	--	--	--	1	--	--	--	--	--	--	1	--	--
Other restrictions																							
Assumption of Buyer's Costs (insurance, inspection fees, etc.) (87-88)	(1stay) 29	--	3	--	--	1	--	--	2	11	(1stay) 1	4	--	4	--	--	1	--	--	--	1	--	1
Prohibited	4	--	--	--	--	--	--	--	1	--	--	--	--	2	--	--	1	--	--	--	--	--	--
Other restrictions																							
Subsidizing Or Financing Buyer (88)	35	--	7	--	--	1	--	1	5	3	4	1	--	6	--	3	2	--	--	--	2	--	--
Prohibited	12	--	1	--	--	--	--	--	4	--	1	1	--	4	1	--	--	--	--	--	--	--	--
Other restrictions																							
Patronizing Publication In Which Buyer Is Interested (88-89)	17	--	3	--	--	2	--	--	4	--	--	--	1	4	1	--	--	--	--	--	1	1	--
Prohibited	4	--	--	--	--	--	--	--	1	--	--	--	--	1	1	--	--	--	--	--	1	--	--
Other restrictions																							

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	Number of Codes and Supplements by Industry Groupings*																						
	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
ASSUMPTION OF LIABILITIES NOT "REASONABLY" SELLER'S (90)																							
Prohibited	33	--	3	--	--	--	2	1	9	1	2	1	1	9	--	3	1	--	--	--	--	--	--
CONDITIONAL SALES (90)																							
Sales On Consignment Or Memorandum (90-92)																							
Prohibited	(1stay) 151	1	12	1	2	12	1	2	(1stay) 23	16	13	24	4	28	1	2	--	--	--	--	8	1	--
Prohibited except under circumstances defined by Code Authority	(1stay) 89	2	4	--	4	5	18	1	9	1	3	10	1	18	--	--	--	--	--	--	(1stay) 12	--	1
Prohibited except under circumstances defined by Code Authority with administrative approval	57	2	4	--	2	--	--	--	6	8	--	6	--	26	--	--	--	--	--	--	1	--	2
Other restrictions	22	--	3	--	2	2	--	--	3	2	--	--	--	7	1	--	--	--	1	--	1	--	--
Storing Goods With Customer (92)																							
Prohibited	21	1	3	--	4	5	--	1	5	--	--	--	--	1	--	--	--	--	--	--	1	--	--
Other restrictions	3	--	--	--	--	--	--	--	2	--	--	1	--	--	--	--	--	--	--	--	--	--	--
Resale Guarantees and Repurchase Agreements (92-93)																							
Prohibited	17	--	--	--	--	2	--	2	4	1	--	2	--	2	--	--	--	--	--	1	3	--	--
Sales on Trial or Approval (93-94)																							
Prohibited	18	--	--	--	--	--	--	--	9	--	1	4	1	1	--	--	--	--	--	--	1	--	1
Time limit specified	(1stay) 12	--	--	--	--	--	--	--	4	--	--	1	--	3	--	--	--	--	--	--	(1stay) 3	1	--
Other restrictions	12	--	2	--	--	--	--	1	8	--	--	--	--	--	--	--	--	--	--	--	--	1	--
SHIPMENTS WITHOUT ORDER (94)																							
Prohibited	14	--	2	1	--	--	--	--	2	2	--	--	--	3	--	--	3	--	--	--	--	1	--
To be made in accordance with accepted trade custom	1	--	--	--	1	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
PRODUCT AND MAINTENANCE GUARANTEES																							
Uniform Product Guarantee (95)																							
Set forth in code	10	--	--	--	--	--	--	1	6	--	--	--	--	2	--	1	--	--	--	--	--	--	--
Guarantees in Excess of Manufacturers' Warranties (95)																							
Prohibited	9	--	--	--	--	--	--	--	5	--	--	--	--	--	--	--	--	--	--	--	3	1	--
"Product Guarantee" (95-96)																							
Prohibited	7	--	1	--	--	1	--	--	--	--	--	--	--	4	--	--	--	--	--	--	1	--	--
Time limit specified	12	--	--	--	--	--	--	1	4	2	--	--	--	3	--	1	--	--	--	--	--	--	1
Other restrictions	14	--	3	--	--	1	2	--	6	1	--	--	--	--	--	--	--	--	--	--	--	1	--
Product Guarantees Against Defective Merchandise (96-97)																							
Time limit specified	(1stay) 50	--	--	--	2	--	--	1	(1stay) 19	1	2	6	2	14	--	1	--	--	--	--	2	--	--
Excessive allowances prohibited	10	--	2	--	--	1	--	--	4	--	--	--	2	1	--	--	--	--	--	--	--	--	--
Other restrictions	30	--	3	--	1	--	--	1	7	2	--	6	--	8	--	--	--	--	--	--	2	--	--

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
Product Guarantees Against Other Than Defective Merchandise (p. 97)	(1 stay) 32	1	1	--	1	--	--	1	(1 stay) 13	--	1	--	1	12	--	--	--	--	--	--	1	--	--
Prohibited	3	--	--	--	--	--	--	--	3	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Maintenance Guarantees (p. 97)																							
Prohibited	4	--	--	--	--	--	--	--	2	--	--	--	--	--	--	1	--	--	--	--	--	--	1
Time limit specified	(3 stays) 13	--	1	--	--	--	--	--	6	1	--	--	--	2	--	--	--	--	--	(2 stays) 2	--	(1 stay) 1	--
"Guarantees" (p. 97)																							
Prohibited if deceptive	5	--	1	--	--	--	--	--	2	--	--	--	--	2	--	--	--	--	--	--	--	--	--
Other restrictions																							
RETURNS AND ADJUSTMENTS (p. 97)																							
"Accepting Return of Merchandise" (pp. 98-99)	11	--	1	--	--	--	--	--	--	--	1	4	--	3	--	--	--	--	--	--	1	--	1
Prohibited	(3 stays) 20	--	--	--	--	1	--	1	(3 stays) 9	1	3	2	--	2	--	--	--	--	--	--	1	--	--
Time limit specified	(1 stay) 10	(1 stay) 1	3	--	--	1	--	--	1	--	1	--	--	1	--	--	1	--	--	--	1	--	--
Excessive allowances prohibited	30	1	1	--	--	3	--	--	4	3	6	3	1	5	--	1	--	--	--	1	1	--	--
Other restrictions																							
Accepting Returns of Other Than Defective Merchandise (p. 99)	40	--	--	--	1	1	--	1	3	--	1	15	1	12	--	--	--	--	--	--	5	--	--
Prohibited	17	--	1	--	--	2	--	--	4	--	--	--	--	7	--	--	--	--	--	--	3	--	--
Handling or service charge required	11	--	1	--	--	1	--	--	--	--	1	3	1	2	--	--	--	--	--	--	2	--	--
Time limit specified	13	--	1	--	--	--	--	--	4	1	1	--	--	3	--	--	--	--	--	--	3	--	--
Other restrictions																							
Accepting Return of Obsolete, Discontinued or "Unsalable" Merchandise (pp. 99-100)	9	--	--	--	--	--	--	--	4	--	--	--	--	5	--	--	--	--	--	--	--	--	--
Prohibited	4	1	--	--	--	--	--	--	--	--	--	--	--	3	--	--	--	--	--	--	--	--	--
Other restrictions																							
Adjusting Incorrect Shipments (p. 100)	21	--	--	--	--	--	--	1	--	--	1	10	1	4	--	1	--	--	--	--	3	--	--
Time limit specified	16	--	5	--	--	1	--	--	5	1	--	--	--	4	--	--	--	--	--	--	--	--	--
Prohibited if excessive	5	--	--	--	--	--	1	--	--	1	--	1	--	--	--	1	--	--	--	--	1	--	--
Other restrictions																							
Exchanging Merchandise (pp. 100-101)	(1 stay) 5	--	--	--	--	--	--	--	--	--	1	(1 stay) 4	--	--	--	--	--	--	--	--	--	--	--
Prohibited																							

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIC TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	TOTAL	Number of Codes and Supplements by Industry Groupings: 1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
RENDERING ADDITIONAL OR SPECIAL SERVICES (p. 101)																							
Lavish Or Excessive Entertainment (p. 101)																							
Prohibited	17	1	5	--	--	1	--	1	7	--	--	--	--	1	--	--	--	--	1	--	--	--	--
Providing Sales Help (pp. 101-102)																							
Prohibited	8	--	--	--	--	--	--	2	1	1	--	2	1	--	--	--	--	--	--	--	1	--	--
Other restrictions	9	--	--	--	--	2	--	1	1	--	--	1	1	1	--	--	--	--	--	--	--	2	--
Demonstrating (p. 102)																							
Prohibited	9	--	--	--	--	--	--	1	6	--	1	--	1	--	--	--	--	--	--	--	--	--	--
Other restrictions	8	--	1	--	1	--	--	--	5	--	--	--	--	1	--	--	--	--	--	--	--	--	--
Erection And/Or Installation (pp. 102-103)																							
Prohibited unless adequate charge is made	19	--	--	--	2	--	--	--	11	--	--	--	--	1	--	3	--	--	--	--	--	--	--
Other restrictions	3	--	--	--	--	--	--	--	2	--	--	--	--	1	--	--	--	--	--	--	--	--	--
Warehousing Or Storage (p. 103)																							
Prohibited unless adequate charge is made	(1stay) 13	--	1	--	--	2	2	--	--	1	1	1	--	1	--	--	2	--	1	1	--	--	--
Other restrictions	10	--	1	--	--	2	--	--	1	2	1	--	--	--	1	--	1	--	--	--	1	--	--
Reconditioning, Repair Or Maintenance (p. 103)																							
Prohibited unless adequate charge is made	28	--	--	--	--	--	--	--	7	1	2	3	--	11	--	--	1	--	--	--	1	2	--
Other restrictions	5	--	--	--	--	--	--	--	2	--	--	--	--	3	--	--	--	--	--	--	--	--	--
Supplying Drawings, Plans, Specifications, Surveys or Formulae (p. 104)																							
Prohibited unless adequate charge is made	(1stay) 15	--	(1stay) 3	--	--	1	2	--	4	--	1	--	--	2	1	1	--	--	--	--	--	--	--
Approval of Code Authority with administrative approval required	(1stay) 14	--	--	--	--	--	(1stay) 13	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--
Other restrictions	7	--	--	--	--	--	--	--	6	--	--	--	--	--	--	1	--	--	--	--	--	--	--
Other Special Or Additional Services (packing, stamping, etc.) (pp. 104-105)																							
Prohibited	40	--	2	--	--	--	--	--	6	15	1	2	4	1	3	--	--	--	1	--	2	3	--
Prohibited unless adequate charge is made	(2stays) 66	1	5	--	1	2	--	--	15	4	3	1	--	18	1	6	3	--	--	(1stay) 2	3	(1stay) 1	--
Other restrictions	(1stay) 15	1	--	--	--	1	--	--	2	1	--	--	--	4	1	1	--	--	--	(1stay) 2	--	2	--
SUPPLYING ADDITIONAL OR SPECIAL GOODS (pp. 105-106)																							
Free Deals (pp. 106-107)																							
Prohibited	(4stays) 90	--	6	1	--	11	3	1	6	27	2	--	--	11	2	--	2	--	1	(2stays) 3	(1stay) 6	(1stay) 6	2
Other restrictions	5	--	1	--	--	--	--	--	--	--	--	--	--	--	1	--	1	--	--	--	--	2	--
Lump Sum And/Or Combination Offers and Sales or Supplying Other or Additional Goods At Reduced Prices (pp. 107-108)																							
Prohibited	108	1	18	--	2	4	1	--	20	1	--	1	--	33	1	12	2	--	--	--	9	3	--
Prohibited unless total price equals sum of unit prices	(1stay) 43	1	5	--	1	1	1	1	7	--	--	1	--	12	2	1	1	--	--	(1stay) 1	1	6	1
Other restrictions	11	--	1	--	--	--	--	--	--	--	--	1	--	6	--	3	--	--	--	--	--	--	--

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	Number of Codes and Supplements by Industry Groupings																						
	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
Gifts (pp. 108-109)	(1stay) 63	3	7	1	--	6	3	2	7	(1stay) 6	3	1	2	15	--	1	--	--	1	--	2	3	--
Prohibited	54	--	9	--	1	3	--	--	7	4	--	4	--	14	--	--	--	--	--	--	6	5	1
Prohibited if deceptive	12	--	1	--	--	--	--	--	2	1	--	--	--	4	--	--	--	--	1	--	3	--	--
Other restrictions																							
Gratuities (p. 109)	(1stay) 69	2	6	--	--	4	1	3	6	(1stay) 17	4	3	1	9	--	1	2	--	3	1	1	5	--
Prohibited	6	--	--	--	--	1	--	--	1	2	--	--	--	--	--	--	1	--	--	--	1	--	--
Other restrictions																							
Premiums (p. 110)	49	1	3	--	--	2	1	1	4	9	1	3	2	14	2	--	--	--	--	1	3	2	--
Prohibited	59	--	8	--	1	3	--	--	9	5	--	4	--	14	--	--	--	--	--	1	7	6	1
Prohibited if deceptive	11	--	--	--	--	--	--	--	--	2	1	--	--	1	--	--	--	--	--	--	1	6	--
Prohibited unless cost is recovered	17	--	1	1	--	--	--	--	2	2	--	--	--	4	1	--	--	--	1	(1stay) 1	3	1	--
Other restrictions																							
Prizes (pp. 110-111)	(3stays) 25	--	--	--	--	2	1	--	4	(2stays) 7	1	--	1	6	--	--	--	--	1	--	(1stay) 1	--	1
Prohibited	57	--	8	--	1	3	--	--	7	5	--	4	--	14	--	--	--	--	--	1	7	6	1
Prohibited if deceptive	15	--	--	--	--	--	--	--	2	1	1	--	2	--	--	--	--	--	1	--	2	6	--
Other restrictions																							
Samples (pp. 111-112)	8	--	1	--	--	1	--	--	1	1	--	--	1	2	--	--	--	--	--	--	1	--	--
Prohibited	34	--	2	--	1	3	1	1	1	2	5	4	1	10	1	--	--	--	--	--	2	--	--
Detailed rules prescribed	19	--	1	--	1	1	--	--	2	1	1	4	--	2	--	--	--	--	--	--	4	1	1
Prohibited unless adequate charge is made	17	--	1	--	--	2	1	--	--	1	3	3	1	1	--	--	--	--	--	--	4	--	--
Maximum limit on quantity and/or value specified	10	--	1	--	--	1	--	1	--	--	1	1	--	2	--	--	--	--	--	--	3	--	--
Other restrictions																							
Other Special Goods (Display material, Special labels, etc.) (pp. 112-113)	(2stays) 25	--	--	--	--	2	--	--	8	(2stays) 6	--	1	1	2	--	--	--	--	2	1	2	--	--
Prohibited	47	1	5	--	--	2	1	1	6	2	1	8	1	12	--	1	2	--	2	1	--	1	--
Prohibited unless adequate charge is made	22	--	--	--	--	1	1	--	2	3	--	3	--	6	--	--	--	--	--	3	2	--	1
Other restrictions																							

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC. (p. 113)																							
Oral Offers, Orders, Agreements and/or Appraisals (p. 113)	42	--	6	--	--	2	--	--	11	1	6	--	--	9	--	4	2	--	--	--	--	1	--
Prohibited	2	--	--	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--	1	--	--
Other restrictions	(1stay) 123	4	13	--	2	6	4	2	21	7	7	7	1	28	1	4	2	--	--	1	9	(1stay) 4	--
Sales Documents Omitting Significant Specified Detail (pp. 113-114)	2	--	1	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--	--	--	--
Prohibited	10	--	--	--	--	--	--	--	1	2	--	1	--	1	--	--	--	--	--	--	3	2	--
Other restrictions																							
Unitemized Billing (p. 114)																							
Prohibited																							
DEPARTURES FROM CONTRACT																							
Departure From Credit Terms of Contract (p. 114)	21	1	1	--	--	1	6	3	2	1	1	1	--	2	--	--	--	--	--	--	1	1	--
Prohibited	1	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	--
Prohibited if discriminatory																							
Permitting Buyer's Cancellation or Repudiation of Contract (p. 115)	38	3	2	--	--	2	--	--	3	2	4	4	--	17	--	--	--	--	--	--	1	--	--
Prohibited	(1stay) 18	2	--	--	1	2	--	--	2	1	1	1	--	5	--	2	--	--	--	--	--	(1stay) 1	--
Prohibited unless reimbursed for expense incurred	6	--	--	--	--	--	--	--	1	--	--	3	1	--	--	--	--	--	--	--	--	1	--
Other restrictions																							
Settlement at Less Than Contract Value (p. 115)	(1stay) 14	--	3	--	--	1	--	--	2	1	3	1	--	2	--	--	--	--	--	(1stay) 1	--	--	--
Prohibited	1	1	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Other restrictions																							
Other Deviations From Terms or Conditions of Contract (pp. 115-116)	(1stay) 43	2	3	1	--	5	12	--	4	(1stay) 5	1	--	--	5	1	2	--	--	--	--	1	1	--
Prohibited	5	1	--	--	--	--	--	--	2	1	--	1	--	--	--	--	--	--	--	--	--	--	--
Other restrictions																							

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIC TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Fure	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation & Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
STANDARDS																							
Product Standards (pp. 116-117)	(2stays) 96	--	10	--	3	8	4	1	13	14	3	8	--	16	3	5	--	--	--	(1stay) 1	2	(1stay) 4	1
Specified																							
To be established by Code Authority or Other agency with administrative approval	101	--	9	--	3	2	2	3	10	20	3	3	1	18	1	7	--	--	1	2	13	2	1
Packaging or Container Standards (117)																							
Specified	(1stay) 18	--	1	1	1	4	--	--	--	6	--	(1stay) 2	--	2	--	1	--	--	--	--	--	--	--
To be established by Code Authority or other agency with administrative approval	3	--	--	--	--	1	--	--	1	1	--	--	--	--	--	--	--	--	--	--	--	--	--
LABELING REQUIREMENTS (pp.118-119)																							
All Products as to Quality, or Other Physical Properties or Characteristics	(2stays) 35	1	3	--	--	2	1	1	(1stay) 1	7	1	5	--	3	--	1	--	--	--	(1stay) 1	4	4	--
All Products as to Origin or Trade Mark	49	--	1	--	1	--	--	--	12	4	3	--	1	20	1	2	--	--	--	--	4	--	--
All Products as to Price	4	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	1	1	--	--	1
Certain Specified Classes of Products (Samples, Seconds, etc.)	72	--	3	--	1	2	2	2	22	6	5	9	--	13	--	2	--	--	--	--	2	2	1
SALES OF SUBSTANDARD, OBSOLETE OR USED GOODS (pp.119-120)																							
Prohibited	18	--	3	--	--	1	1	2	2	1	1	--	--	7	--	--	--	--	--	--	--	--	--
Prohibited except during specified periods	3	--	--	--	--	--	--	1	--	--	1	1	--	--	--	--	--	--	--	--	--	--	--
Limited in amount	(1stay) 10	--	(1stay) 1	--	--	--	--	1	--	--	2	3	1	1	--	--	--	--	--	--	--	1	--
Approval of Code Authority required	12	--	1	--	--	--	--	2	3	--	2	--	1	1	--	--	--	--	--	--	1	1	--
Must be reported to Code Authority	(1stay) 26	--	(1stay) 2	--	--	--	--	2	6	--	3	2	1	6	--	--	--	--	--	--	1	2	1
Other restrictions	44	1	1	--	--	--	2	1	13	3	--	2	--	6	--	1	--	--	--	--	7	4	3
PIRACY AND IMITATIONS																							
Piracy of Styles, Designs, Ideas, Sketches, etc (pp.120-121)																							
Prohibited	46	1	2	--	--	3	2	1	7	--	5	--	3	14	2	--	--	--	1	1	2	1	1
Prohibited during specified period after creation	17	--	--	--	1	1	1	1	--	--	3	1	1	8	--	--	--	--	--	--	--	--	--
Prohibited if registered with Code Authority or other bureau	17	--	--	--	--	1	1	--	1	--	5	2	1	5	--	--	--	--	--	--	--	1	--
Prohibited without creator's consent	14	1	--	--	--	--	1	--	--	--	3	2	--	3	--	--	--	--	--	1	1	1	1
Other restrictions	6	--	--	--	--	--	--	--	2	--	2	2	--	--	--	--	--	--	--	--	--	--	--
Imitation of Trade Marks or Other Identification of Competitor (p.122)																							
Prohibited	187	7	15	1	4	8	5	3	25	5	6	5	4	79	4	3	--	--	--	2	6	5	--
Registration of identifying marks required	9	--	1	--	1	--	--	--	1	1	1	--	--	4	--	--	--	--	--	--	--	--	--
Prohibited without creator's consent	3	--	--	1	--	1	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIC TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	Number of Codes and Supplements by Industry Groupings																						
	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
COERCION, TRESPASS AND INTERFERENCE (p. 122)																							
"Coercion" (pp. 122-123)	(3stays) 14	--	--	--	--	1	--	--	2	3	--	2	--	--	—	1	--	—	—	(2stays) 2	2	(1stay) 1	—
Prohibited																							
Contingent Sales (tying contracts, sales contingent upon buyer's agreement not to deal with competitors, etc.) (p. 123)																							
Prohibited	126	5	19	--	3	5	3	2	17	22	1	7	1	21	--	3	2	—	--	1	6	6	2
Terms and conditions must be set forth in written agreement	3	--	--	--	--	—	--	1	—	--	--	--	--	--	--	1	--	--	1	--	--	--	--
Other restrictions	2	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	—	1	--	--	--	--
Unwarranted Threats of Litigation (pp. 123-124)																							
Prohibited	230	4	15	--	7	6	3	3	63	9	4	22	4	50	2	8	2	--	1	4	11	9	3
Repudiation or Threats of Repudiation of Contract (p. 124)																							
Prohibited	14	--	3	--	2	--	--	--	2	1	1	1	--	3	--	--	--	--	--	--	1	--	--
Other restrictions	(1stay) 3	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	--	1	--	--	(1stay) 1	—
Urging Substitute Product (p. 124)																							
Prohibited	8	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	6	1
Violence or Threats of Violence (pp. 124-125)																							
Prohibited	(3stays) 10	--	--	—	--	—	--	--	--	2	--	2	—	--	--	1	--	--	--	(2stays) 2	1	(1stay) 2	—
Intimidation or Threats of Intimidation (p. 125)																							
Prohibited	(3stays) 11	--	—	--	--	--	--	--	2	2	—	2	--	—	--	1	—	--	1	(2stays) 2	--	(1stay) 1	—
Espionage of Competitor (p. 125)																							
Prohibited	(3stays) 153	4	19	1	2	10	2	3	27	—	2	13	5	40	1	6	—	--	2	(1stay) 2	7	(2stays) 7	—
Enticement of Competitor's Employees (p. 125)																							
Prohibited	(2stays) 76	2	7	—	1	6	2	—	22	3	--	3	—	11	3	2	—	—	2	1	2	(2stays) 8	1
Blacklisting (p. 126)																							
Prohibited	24	—	3	—	1	1	1	--	—	5	1	—	2	1	--	--	1	—	1	2	3	1	1
Interference With Contracts or Contractual Relations (p. 126)																							
Prohibited	(4stays) 463	8	36	2	11	21	26	3	79	21	13	30	8	97	5	17	5	--	(1stay) 5	(1stay) 8	44	(2stays) 18	6
Coercion to Force Revision in Filed Prices (pp. 126-127)																							
Prohibited	79	1	7	--	2	6	--	--	6	7	6	1	--	30	1	2	--	--	--	1	3	3	3
Tampering With Competitor's Property (p. 127)																							
Prohibited	7	—	—	—	—	—	—	—	4	1	—	--	—	2	—	--	--	—	—	--	--	--	--
Other restrictions	(1stay) 2	1	—	--	—	—	--	—	--	--	—	--	—	--	—	--	--	—	--	(1stay) 1	—	—	—
Commercial Bribery (p. 127)																							
Prohibited	(1stay) 571	9	41	1	15	27	25	4	107	42	21	38	6	127	5	21	4	—	1	6	42	(1stay) 22	5

TRADE PRACTICE RESTRICTIONS	TOTAL	Number of Codes and Supplements by Industry Groupings: 1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Food	21. Distributing Trades: Retail	22. Territorial Codes
Use of Competitor's Specifications, Services, Equipment, Advertising Materials, etc. (p. 128)																							
Prohibited without competitor's consent	29	1	1	2	--	3	--	--	5	3	1	--	1	6	--	1	--	--	--	1	1	2	1
Removal of Manufacturer's Label (p. 128)																							
Prohibited without his consent	12	--	--	1	--	--	--	--	4	--	--	--	--	3	--	1	--	--	--	1	1	1	--
PURCHASE FROM CUSTOMER OR EXCHANGE OF OWN FOR COMPETITOR'S PRODUCTS(p. 128)																							
Prohibited	34	--	1	--	--	5	--	2	10	3	3	1	--	9	--	--	--	--	--	--	--	--	--
Prohibited if price paid is excessive	1	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--
MISREPRESENTATION AND DECEPTION (pp.128-129)																							
Misrepresentation of Any Kind (p. 129)																							
Prohibited	(4stays) 654	1	20	--	8	5	3	4	66	25	11	31	5	88	2	12	3	--	--	(2stays) 8	42	(2stays) 18	3
Misrepresentation of Products (p. 130)																							
Prohibited	148	4	17	2	2	9	23	--	44	6	4	4	1	17	1	3	--	--	1	1	5	3	1
Misrepresentation of Prices (p. 130)																							
Prohibited	(1stay) 14	--	2	--	1	1	17	--	5	23	--	2	--	8	2	2	1	--	--	(1stay) 3	3	3	1
Misrepresentation of or Deceptive Credit Terms(p. 131)																							
Prohibited	(1stay) 22	1	-	...	2	1	--	2	1	1	1	5	2	4	1	--	--	--	--	(1stay) 1	--	--	--
Misrepresentation of Services, Form of Business, Affiliations, Marketing Condition and/or Origin (p.131)																							
Prohibited	(2stays) 55	--	1	1	--	--	--	--	5	2	1	1	--	1	1	3	3	1	(1stay) 3	(1stay) 5	3	2	2
Misdated or Otherwise False or Deceptive Offers, Orders, Agreements, etc. (pp.131-133)																							
Prohibited	(2stays) 427	8	24	1	13	20	14	4	60	36	19	28	5	110	4	8	3	--	1	(1stay) 6	41	1stay) 18	4
Inaccurate or Deceptive Advertising (p. 133)																							
Prohibited	(6stays) 494	8	29	2	11	19	4	4	102	42	14	35	8	109	4	12	4	1	2	(4stays) 11	42	(2stays) 26	5
Deceptive Labeling, Branding, Marking or Packing(pp.133-134)																							
Prohibited	(1stay) 416	7	33	--	11	22	10	4	68	37	17	37	8	98	1	3	1	--	--	3	40	(1stay) 13	3
Deceptive Selling Methods (p.134)																							
Prohibited	57	--	1	--	5	2	--	3	7	--	2	6	3	10	1	2	--	--	1	2	1	9	2
Lotteries (pp.134-135)																							
Prohibited	(2stays) 67	--	8	--	1	3	--	--	6	7	1	4	1	13	--	--	--	--	2	(2stays) 5	6	8	2
Inaccurate or Persistent Underselling Claims (p. 135)																							
Prohibited	(2stays) 19	--	--	1	--	--	1	--	--	1	--	--	--	1	--	--	--	--	--	(2stays) 2	2	10	1
Defamation or Inaccurate Reference to Competitor (pp.135-136)																							
Prohibited	(7stays) 534	9	40	1	14	23	26	3	91	36	13	33	7	119	4	21	6	--	2	(5stays) 11	41	(2stays) 25	6

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NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	TOTAL	Number of Codes and Supplements by Industry Groupings: 1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Fure	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
✓ SHIPPING OR PERFORMING AT VARIANCE FROM CONTRACT OR REPRESENTATION (pp.136-138)																							
Prohibited	80	2	8	--	2	2	--	1	6	10	3	5	--	22	--	8	--	--	2	1	4	2	2
✓ Substitution of lower quality goods prohibited	(1stay) 23	1	1	--	--	1	1	--	1	--	--	3	2	4	1	6	--	--	--	(1stay) 1	--	1	--
✓ Substitution of higher quality or greater quantity goods prohibited	46	2	13	--	--	2	--	--	7	--	2	1	--	15	1	--	1	--	--	--	2	--	--
✓ False measures prohibited	20	--	--	--	--	1	--	--	--	17	1	--	--	--	--	--	--	--	--	--	--	1	--
✓ Other restrictions	7	--	--	--	--	1	--	--	1	--	1	--	--	--	--	2	--	--	--	--	2	--	--
✓ DISCRIMINATION IN PRICES, TERMS, SERVICES AND/OR PRIVILEGES (pp. 138-139)																							
Prohibited between any buyers	(2stays) 42	--	1	--	1	2	--	--	13	2	3	1	1	4	--	3	1	--	(1stay) 2	(1stay) 2	4	1	1
Prohibited between buyers "under like terms and conditions"	(2stays) 211	(1stay) 5	25	1	5	8	5	--	23	15	8	15	3	(1stay) 64	2	8	2	--	--	2	14	5	1
Prohibited between buyers of same class	(1stay) 283	--	18	--	9	8	4	3	67	21	9	22	3	51	1	11	1	--	--	(1stay) 3	37	9	6
Prohibited between buyers of same quantity	57	2	5	--	2	3	3	--	5	9	1	1	--	17	--	--	--	--	--	1	6	2	--
Prohibited between buyers of same quality or grade	(1stay) 42	--	6	--	2	2	2	--	6	3	1	1	--	(1stay) 15	--	--	--	--	--	--	3	1	--
Prohibited between buyers in same territory	43	--	7	--	2	2	3	--	4	9	--	--	--	9	--	--	--	--	--	--	6	1	--
Prohibited between buyers of "like style of goods"	6	--	--	--	--	--	--	--	3	--	--	--	--	--	2	--	--	--	--	--	1	--	--
Prohibited between buyers "for whom selling cost is same"	5	--	1	--	--	1	1	--	1	--	--	--	--	--	--	--	--	--	--	--	1	--	--
Prohibited between member's affiliates and other buyers	(1stay) 2	(1stay) 1	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--
✓ CUSTOMER CLASSIFICATION																							
✓ List of Customer Classes (p. 139)																							
Set forth in code	33	--	2	--	1	1	2	2	5	1	1	2	2	10	--	2	--	--	1	--	1	--	--
✓ Definition of Customer Classes (pp. 140-141)																							
Set forth in code	61	1	7	--	3	7	2	2	12	3	2	4	--	12	2	--	--	--	--	--	4	--	--
To be established by Code Authority subject to administrative approval or disapproval	24	1	1	--	--	1	--	1	7	2	1	1	--	8	--	--	--	--	--	--	1	--	--
Policy Memo. #267	8	--	2	--	--	--	--	--	3	--	1	--	--	2	--	--	--	--	--	--	--	--	--
✓ Classification of Specific Customers (pp. 141-142)																							
Code Authority to classify	(1stay) 7	--	(1stay) 3	--	1	1	--	--	--	--	1	1	--	--	--	--	--	--	--	--	--	--	--
Must be reported to Code Authority	6	--	2	--	--	--	--	1	--	1	--	--	1	1	--	--	--	--	--	--	--	--	--
✓ Sales to Specified Classes of Customers (p. 142)																							
Prohibited	5	--	--	--	--	1	--	--	1	--	--	--	--	1	--	--	1	--	1	--	--	--	--
✓ Sales to Other Than Specified Classes of Customers (p. 142)																							
Prohibited	9	1	--	--	--	--	--	--	--	--	--	1	--	5	1	--	--	--	--	--	1	--	--

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NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	TOTAL	Number of Codes and Supplements by Industry Groupings: 1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation & Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
SALES TO DELINQUENT ACCOUNTS (p. 142)																							
Prohibited	5	—	2	--	1	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	1	--	--
Other restrictions	8	—	3	--	--	1	--	--	2	--	--	--	--	--	--	--	--	--	--	--	2	--	--
TRADE DIFFERENTIALS AND QUANTITY DISCOUNTS																							
Trade Differentials (p. 143)																							
Prohibited	3	—	--	--	--	--	--	--	--	--	--	1	1	1	--	--	--	--	--	--	--	--	--
Extension to parties not entitled thereto prohibited	44	1	7	1	1	1	2	1	5	4	2	1	--	12	1	--	--	--	--	1	1	1	--
Rate or limit specified	9	--	1	--	--	1	--	--	1	1	1	1	--	1	--	--	--	--	--	1	1	--	--
Other restrictions	(2stays) 9	—	--	1	--	--	1	--	(2stays) 4	--	1	--	1	--	--	--	--	--	--	--	1	--	--
Quantity Discounts (pp. 144-145)																							
Prohibited	8	--	--	--	--	--	--	--	4	--	1	--	--	3	--	--	--	--	--	--	--	--	--
Prohibited on pooled orders	(2stays) 21	—	4	--	--	2	--	--	(2stays) 3	--	--	--	--	8	--	--	--	--	--	--	4	--	--
Prohibited on other than bona fide quantity order and/or shipment	22	2	1	--	--	3	--	--	2	6	1	1	1	4	-	--	--	--	--	--	1	--	--
Prohibited if based on more than one shipment	14	--	4	--	--	1	--	--	1	--	2	1	--	2	--	--	--	--	--	--	3	--	--
Prohibited if excessive	12	--	2	--	--	1	--	--	--	5	--	--	--	2	--	--	--	--	--	--	--	2	--
Rate or limit specified	9	1	1	--	--	1	--	--	2	--	--	--	--	1	--	--	--	--	--	1	1	1	--
Other restrictions	28	--	1	--	1	--	1	--	8	5	1	1	--	6	1	--	--	--	--	--	2	--	1
SELLING DIRECTLY IN COMPETITION WITH RETAILER OR OTHER TRADE FACTOR (p. 146)																							
Prohibited	31	—	1	--	--	--	--	--	--	--	1	2	1	--	--	--	--	--	--	--	26	--	--
Detailed terms and conditions specified	1	—	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--	--	--	--	--
Approval of Code Authority required	1	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--	--	--	--	--	--
ADHERENCE TO SELLER'S CODE BY CUSTOMER																							
Sales to Customers not Adhering to All or Specified Provisions of Seller's Code (pp. 146-147)																							
Prohibited	39	—	1	--	1	2	1	1	(1stay) 9	5	1	—	1	3	1	10	--	--	--	2	--	1	--
Contracts with Customers Requiring Adherence to all or Specified Provisions of Seller's Code (p. 147)																							
Mandatory	15	1	2	—	--	4	—	--	3	1	1	—	1	2	--	--		--	--	-	--	--	--
Sales at Other Than Manufacturer's Published Price or Not in Adherance with Other Specified Provisions of Seller's Code (p. 147)																							
Prohibited	8	--	--	--	--	--	--	--	—	--	--	—	1	—	1	--	--	--	--	--	3	3	—

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

TRADE PRACTICE RESTRICTIONS	Number of Codes and Supplements by Industry Groupings																						
	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
DEALINGS WITH AGENTS, BROKERS OR OTHER CONTROLLED SALES REPRESENTATIVES (p. 148)																							
Definition of Agents, Brokers or Other Controlled Sales Representatives (p. 148)																							
Set forth in code	20	--	1	--	2	3	3	--	--	8	2	--	--	1	--	--	--	--	--	--	--	--	--
Lists of Agents, Brokers or Other Controlled Sales Representatives (p. 148)																							
Must be reported to Code Authority	12	--	1	--	1	--	1	--	--	--	2	--	1	3	--	3	--	--	--	--	--	--	--
Sales Through Agents, Brokers or Other Controlled Sales Representatives (pp. 148-149)																							
Detailed terms and conditions specified	5	--	1	--	--	--	--	--	--	2	--	--	--	1	--	--	--	--	1	--	--	--	--
Prohibited if they don't adhere to all or specified provisions of seller's code	47 (13stays)	--	1	--	2	--	3	2	24 (13stays)	4	2	--	1	4	--	2	--	--	1	--	1	--	--
Contracts With Agents, Brokers or Other Controlled Sales Representatives (p.149)																							
Requiring adherance to all or specified provisions of seller's code mandatory	12	1	2	--	--	2	--	--	1	--	2	3	--	--	--	--	--	--	1	--	--	--	--
Other restrictions	7	1	--	--	--	1	1	--	--	--	1	--	--	1	--	1	1	--	--	--	--	--	--
Commissions or Fees to Agents, Brokers or Other Controlled Sales Representatives (p. 149)																							
Prohibited	3	--	1	--	--	1	--	--	--	--	--	--	--	--	--	--	1	--	--	--	--	--	--
Rate or limit specified	6	--	--	--	--	3	--	--	--	2	--	--	--	--	--	--	--	--	--	--	1	--	--
Other restrictions	8 (1stay)	2	--	--	2	--	--	--	--	2	1	--	1 (1stay)	--	--	--	--	--	--	--	--	--	--
Dealing With Other Than Bona Fide Agents, Brokers or Other Controlled Sales Representatives (p. 150)																							
Prohibited	4 (1stay)	--	--	--	--	--	--	--	--	--	--	--	1	1	--	--	--	--	--	1 (1stay)	--	--	1
Other restrictions	2 (1stay)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	1 (1stay)	--
RESTRICTIONS ON CODE MEMBERS AS PURCHASERS																							
Repudiation of Buying Agreement (p. 150)																							
Prohibited	11	--	--	--	--	--	--	--	--	11	--	--	--	--	--	--	--	--	--	--	--	--	--
Deferring Payment for Products Purchased (p. 150)																							
Prohibited	1	--	--	--	--	--	--	--	--	1	--	--	--	--	--	--	--	--	--	--	--	--	--
Maximum period specified	8	--	--	--	--	--	--	--	--	8	--	--	--	--	--	--	--	--	--	--	--	--	--
Failure to Furnish Written Acknowledgement of Purchase (p.151)																							
Prohibited	8	--	--	--	--	--	--	--	--	8	--	--	--	--	--	--	--	--	--	--	--	--	--
Other Restrictions on Code Members as Purchasers (pp.151-152)	28	1	1	--	--	1	--	--	2	10	--	--	1	--	1	2	1	--	1	--	4	2	1

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPECIFIED TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation and Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
RENTING OR LEASING INDUSTRY PRODUCTS (p. 152)																							
Prohibited	7	—	—	—	—	1	—	—	6	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Prohibited unless adequate charge is made	4	—	—	—	—	1	—	—	2	—	—	—	—	—	—	—	—	—	—	—	1	1	—
Other restrictions	(letay) 6	—	—	—	—	—	—	—	(letay) 3	—	—	—	—	2	—	—	—	—	—	—	1	—	—
CONTRACTING OUT OF WORK(pp. 152-153)																							
Prohibited	3	—	1	—	—	—	—	—	—	—	—	1	—	1	—	—	—	—	—	—	—	—	—
Detailed terms and conditions specified	10	—	—	—	—	—	—	1	—	—	—	7	1	—	—	—	1	—	—	—	—	—	—
WORKING ON MATERIALS FURNISHED BY OTHERS(p. 153)																							
Prohibited	6	—	—	—	—	—	—	1	—	1	—	3	—	1	—	—	—	—	—	—	—	—	—
Other restrictions	5	—	—	—	—	—	1	—	—	—	—	2	2	—	—	—	—	—	—	—	—	—	—
BIDDING AND AWARDING (p. 154)																							
Bid Peddling (p. 154)																							
Prohibited	58	—	3	—	—	—	—	—	15	—	—	1	—	10	—	27	—	—	—	—	—	2	—
Making Alternative Offers Unless all Bidders Have Same Privilege (pp. 154-155)																							
Prohibited	28	—	2	—	—	—	—	—	12	—	—	—	—	8	—	4	—	—	—	—	—	2	—
Submission of Contractor's Bid Before Closing Date and of Subcontractors' Bids to Contractor Within 24 Hours Before Closing Date (p.155)																							
Required	24	—	1	—	—	—	—	—	1	—	—	—	—	—	—	22	—	—	—	—	—	—	—
Bidding on Other Than Requirements of Specifications (pp.155-156)																							
Prohibited	18	—	6	—	—	—	—	—	—	—	—	—	—	6	—	5	—	—	—	—	1	—	—
Other restrictions	11	—	2	—	—	—	—	—	8	—	—	—	—	—	—	1	—	—	—	—	—	—	—
Collusion With Competitors (p.156)																							
Prohibited	25	—	2	—	—	—	—	—	—	—	—	—	—	—	—	23	—	—	—	—	—	—	—
Collusion With Awarding Authority (p.156)																							
Prohibited	23	—	1	—	—	—	—	—	—	—	—	—	—	—	—	22	—	—	—	—	—	—	—
Connivance to have all bids rejected prohibited	9	—	—	—	—	—	—	—	2	—	—	—	—	3	—	2	—	—	—	—	1	—	1
Filing of Sealed Bids (pp.156-158)																							
Required by Code	(letay) 21	—	2	—	—	—	—	—	2	—	—	—	—	1	—	(letay) 16	—	—	—	—	—	—	—
Filed bids to be sent to all bidders	2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2	—	—	—	—	—	—	—
Filed bids available for inspection by bidders	(letay) 16	—	1	—	—	—	—	—	1	—	—	—	—	—	—	(letay) 14	—	—	—	—	—	—	—
Code Authority to investigate upon complaint of member	(letay) 10	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(letay) 10	—	—	—	—	—	—	—
Code Authority to establish rules	10	—	2	—	—	—	—	—	—	—	—	—	—	—	—	8	—	—	—	—	—	—	—
Failure to Disclose Subcontractors on Request of Awarding Authority (p.158)																							
Prohibited	22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	22	—	—	—	—	—	—	—

NUMBER OF CODES AND SUPPLEMENTS BY INDUSTRY GROUPS CONTAINING SPE[illegible] TRADE PRACTICE RESTRICTIONS

Number of Codes and Supplements by Industry Groupings

TRADE PRACTICE RESTRICTIONS	TOTAL	1. Metals-Ferrous and Non-Ferrous	2. Non-Metallic Minerals	3. Fuel	4. Forest Products	5. Chemicals, Drugs, Paints	6. Paper	7. Rubber	8. Equipment and Machinery	9. Food	10. Textiles - Fabrics	11. Textiles - Apparel	12. Leather and Furs	13. Fabricating	14. Graphic Arts	15. Construction	16. Transportation & Communication	17. Finance	18. Recreation	19. Service Trades	20. Distributing Trades: Wholesale	21. Distributing Trades: Retail	22. Territorial Codes
Bid Shopping (p.158)																							
Prohibited	6	--	2	--	--	--	--	--	--	--	--	--	--	2	--	2	1	--	--	--	--	1	--
Considering Alternate Proposals (p.159)																							
Prohibited if discriminatory	22	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Awarding at Other Than Bidder's Original Price (p.159)																							
Prohibited	23	--	--	--	--	--	--	--	--	1	--	--	--	--	--	22	--	--	--	--	--	--	--
Accepting Rebates Not Included in Original Bid (p.159)																							
Prohibited	22	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Furnishing Inadequate Specifications or Other Deceptive Conditions of Bidding (p.159)																							
Prohibited	25	--	3	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Inviting Bids From Unreliable Bidders and Unnecessary Number of Bids and Accepting Uninvited Bids (p.160)																							
Prohibited	22	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Acceptance of Possibly Erroneous Bid Without Proof by Bidder (p.160)																							
Prohibited	22	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Time of Accepting Bids (pp.160-161)																							
Restricted	23	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	1	--	--
Rejecting Bids and Calling for New Bids (p.161)																							
Regulated	22	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Revealing any Bid to Competitor (p.161)																							
Prohibited	24	--	2	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--
Collusion With Bidders (p.161)																							
Prohibited	22	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22	--	--	--	--	--	--	--

II. NOTES ON ITEMS APPEARING IN TABULATION

The series of notes which follow are designed to explain and expand the material contained in the tabulation of Section I above. A note is incorporated for each class of trade practices listed in the tabulation and the notes are arranged in the order in which the practices are presented in the tabulation. No distinction is made in the discussion between codes and supplements. That is, the word "codes" is used irrespective of whether it refers to basic codes and/or supplements.

PRODUCTION, CAPACITY AND INVENTORY CONTROL

Included in this section are provisions designed to curtail or control the output of the codified industry. The methods provided in codes to accomplish this objective fell into four main groups.

Machine and Plant Hour Limitation

One type of control established was the prohibition upon the operation of productive equipment longer than a specified length of time per day or week. This type of control appeared chiefly in the textile codes. The time limit was expressed in various ways: hours per day, hours per week, shifts per day, shifts per week, days per week, or by a combination of two or more of these. The hours of operation permitted varied widely--from 27 hours per week in the Cast Iron Soil Pipe Code to 144 in the Newsprint and Waxed Paper Codes; however, there was heavy bi-modal concentration at 40 and 80 hours. The shift-limitations were confined to either one or two, with but two exceptions. Where the shift was used as the unit of limitation, it was defined as to length, either in connection with the provision itself or in the labor section of the code. The days per week were either five or six, and have been noted in the tabulation only when no other restrictions on operation periods were included in the code.

The restrictions were chiefly applied to the operation of either "machines" or "plants". Other objects of limitation in certain codes were "operations", "productive operations" and "productive equipment". In some codes the restriction applied only to certain specified types of equipment. Provisions made in other instances for seasonal enlargement of the operating period; this was accomplished in some codes by limiting the average weekly operation over a period of time rather than by specific limitation on each week's operation.

Restrictions on Productive Capacity.

Another type of provision was directed toward limiting output by controlling the capacity of the industry to produce. Generally, in these cases, no restriction was placed upon the length of time during which the equipment could be operated, although in a few textile codes this was done. Concretely, these restrictions related to the erection of factories, the installation of machinery, and the

construction of other equipment which would alter existing capacity to produce.

Two codes, Iron and Steel, and Linseed Oil, contained a blanket prohibition of increasing capacity. The Iron and Steel Code, in Article V, Section 3, read as follows:

> "....none of the members of the code shall initiate the construction of any new blast furnace or open hearth or Bessemer steel capacity."

Two other codes permitted the Code Authority to put such a prohibition into effect after obtaining administrative approval.

A second type of restriction required authorization before new capacity could be constructed. This authorization was to be obtained either from the NRA, from some other government agency (in certain transportation codes), or from the Code Authority subject to administrative review. The authorization took the form of a certificate of convenience and necessity; generally some guiding standard was set up, such as that the new erection or installation would tend to effectuate the policies of N.I.R.A. Where the granting of the authorization was placed in the hands of the Code Authority, an appeal to NRA was provided when authorization was denied.

A third main type of restriction was the requirement that all additions to present capacity as well as present capacity itself be registered with the Code Authority. This provision was frequently accompanied by a provision for authorization by the Code Authority, but included in the totals for this item in the table are only those codes where registration was the sole restriction. It should be noted that this requirement in itself placed no actual restraint upon the increasing of capacity.

There was considerable variance as to what activity was actually restricted. The matter may be treated under (1) objects of restriction, and (2) exceptions permitted. Among the activites either prohibited or requiring authorization or registration, the chief ones were "installation of additional machinery", "construction of new capacity", "installation of additional productive equipment", "Establishing additional production, storage, or tonnage", "construction of a new plant", "purchase manufacture, or lease of productive machinery", "additions to or expansion of present manufacturing plant or equipment", "shifting of plants from one locality to another", "opening of closed plants", "opening of new routes", etc. In some codes the restriction read in such a way as to apply to present members only, while in others to apply to all present and potential members of the industry. Finally, some of the codes restricted the installation only of a limited and specified type of machinery.

Still greater variance existed in activites excepted from the basic restriction. The most important of these exceptions were as follows: "replacement of similar number of units", "replacements not increasing capacity", "which improve efficiency", "which lower

costs", "modernization", "transfers of equipment among competitors which do not increase total industry capacity", "replacements of existing capacity", "resuming operation of plants owned or operated before a specified date", "replacing existing capacity with modern equipment which does not increase member's capacity", etc. Most of these exceptions were so worded as to regulate effectively any increase in actual capacity. The two extremes were those codes making no exceptions on the one hand, and those which exempted activity designed for modernization, improvement of efficiency or lowering of costs, on the other.

Limitations on Size of Inventory

The four codes which contained a mandatory provision for control of inventory were Petroleum, the Sales Yarn Division of Wool Textile, Carbon Black Manufacturing, and Carpet and Rug. Carbon Black manufacturers were forbidden to increase the quantity of carbon black in storage during any six calendar months' period; or, if an increase were unavoidable, they were required to reduce their storage by a similar amount during the next six calendar months. The Carpet and Rug Code provided that the "finished goods inventory of square yards of merchandise....shall not exceed one-third of.....sales in square yards for the preceding twelve months." A period of 120 days was allowed in which to restore the balance in the case of an inventory exceeding the prescribed size. The Wool Sales Yarn plan was quite similar to this.

The Cement Code contained the only enabling provision relating to inventory control.

Allocation of Production

The three codes which contained a mandatory plan for allocating quotas were Lumber and Timber Products, Petroleum and Copper. The first two provided production quotas and the last one sales quotas.

In the Lumber and Timber Code, the Code Authority was empowered to establish production quotas. First, a total industry quota was to be set up, based on estimates of total consumption. Individual quotas were then to be allotted, with various bases to be used in the allotment. The bases specified included past production, shipments, number of employees, taxes paid, and standing timber; the quota assigned was to be a function of each of these variables. Provision was made for revision of quotas at least every three months. In the quota assigned was exceeded, it was to be correspondingly reduced in the next period. The Code Authority could alter the method of determining quotas, subject to NRA review. Various supplementary rules were added in the divisional codes.

The Petroleum Code provided that a total industry quota be determined by a Federal agency designated by the President on the basis of estimated consumption. This quota in turn was to be equitably allocated among the States by the Federal Agency. Within each State individual pool, lease, or well quotas were to be allocated by the

State Regulatory Body. These quotas applied to the production of crude oil.

The Copper Code placed no limitations upon the production of primary copper producers but did regulate sales of such copper. The quotas in this case were expressly set forth in the code. They were subject to alteration downwards only by unanimous vote of the Code Authority and by consent of the parties whose quotas were decreased; and to alteration upwards by a two-thirds vote of the Code Authority and consent of the NRA. These sales quotas were set forth for ten companies, were expressed in terms of tons per annum, and ranged from 366,500 tons for the Kennecott Copper Corporation down to 17,500 tons for the Copper Range Company. They were determined on the basis of relative annual production capacities. Provision was also made for allocation of 9,500 tons a month as individual sales quotas among the producers of secondary copper by an "equitable" method. Unused sales quotas in one period were cumulative and might be used in the following period, subject to some exceptions. Sales by producers to their own subsidiary fabricating plants were not to be included in computing sales made against quotas. The NRA was empowered to alter the quotas at any time. Various supplementary rules were provided for secondary producers, custom smelters, and refiners.

The four enabling provisions noted on the tabulation were in the codes for Iron and Steel, Cement, Glass Container, and Atlantic Mackerel.

COST ACCOUNTING SYSTEM

One of the most common of code provisions was that providing for the establishment of cost accounting systems. It was contemplated that uniformity in cost accounting procedure would thus be obtained. Two main types may first of all be distinguished; (1) those whose use as a basis for minimum prices was not mandatory, and (2) those to be used in determining costs in connection with prohibitions of selling below cost. The first type of provision was not included on this tabulation for the reason that they were generally only suggestive and purely of a recommendatory nature. About half of the codes in this group followed the identical wording of Office Memorandum No. 228, Exhibit "C". This provided that the Code Authority should draw up a suggested uniform plan to be approved by NRA; after such an approval, the plan was to be made available to members but was not to be used as a basis for minimum prices.

The provisions actually tabulated here applied to systems which were related to prohibitions of sales below cost. Their purpose was to insure that costs of competitors would be comparable through the use of common accounting methods, and also to facilitate cost investigations. The first sub-group included those which provided that the Code Authority might either establish a system or approve systems submitted to it by members, without having to submit the proposed plans to NRA. The second sub-group includes those which instructed the Code Authority to establish a uniform system but required submission of the proposed plan to NRA for approval before making effective.

The third group includes a few codes which contained detailed cost accounting methods themselves, together with those for which systems were actually approved by NRA. Variations were frequently permitted so long as the principles and degree of detail and completeness were observed.

MINIMUM PRICE PROVISIONS

Included in this main section are the four main types of provisions which regulated in some fashion the actual nominal price at which industry products might be sold. These were in contrast to the great variety of regulations which dealt with many aspects of the terms of sale which are discussed below. Only a very few of the codes required price uniformity between industry members. The manner in which most of them sought to establish a floor was by prohibiting sales below individual cost. In a number of codes the prohibition of sales below minimum prices was extended to cover offers to sell below minimum prices as well.

Selling Below Cost

Numerically this group was by far the most important of the minimum price provisions. Some provision relating to sales below cost appeared in some 430 codes. The first two subheads in the table under this subject apply chiefly to non-distribution codes while the third one applies to distribution codes only.

Within the group of prohibitions of sales below cost, those relating to sales below individual cost were by far the most recuent. These provisions typically read that "it is an unfair practice to sell below cost" or that "sales below cost are prohibited."

Several variations may be distinguished, depending upon the methods prescribed for finding individual cost. (1) Most frequently appearing were those codes which provided for the computing of costs through the use of a uniform cost accounting system to be established by the Code Authority, after administrative approval. The effectuation of the prohibition was thus made dependent upon the submission and approval of the accounting system. Since only 41 cost accounting systems were approved, it is clear that most of these provisions, the largest group, never officially became effective. Some codes provided preliminary rules effective until a system was approved. (2) A few codes made the effectuation of the provision dependent upon the establishment of a uniform cost accounting system by the Code Authority without requiring administrative approval of that system. (3) Several codes provided for the use of a specified and already existing accounting system in finding cost. (4) A few codes proposed the use of accounting methods "recognized in the industry" when approved by the Code Authority. (5) Other codes went no further than to specify a few of the elements to be included in computing costs. (6) In the distribution codes which prohibited sales below the individual member's own cost, cost was found by taking either the invoice price of the merchandise or the invoice price plus transportation costs to the member. (7) And finally a small number of codes

contained a blanket prohibition of sales below cost without defining cost or prescribing methods of determining it.

Seventy-three of the codes prohibiting sales below individual cost also contained provisions for establishing minimum prices in emergency.

The other main type of provision, found chiefly in non-distribution codes, prohibited sales below a specific cost for the entire industry. In this case the Code Authority, with or without administrative approval, was required to find costs for the entire industry. A single cost figure was eventually to be arrived at and this figure then became the floor for all the members of the industry, irrespective of their own individual costs (a few of the codes included here also contained prohibitions of sales below individual cost). This restriction, it should be understood, was operative regardless of whether or not an "emergency" was declared.

There were four types of industry cost specified in the codes, and they appeared with about the same frequency. One group of codes specified "lowest reasonable cost" as the basis for minimum prices; another simply "reasonable cost"; a third, "lowest representative cost"; and the fourth, "average cost." These represented the type of cost to be found by the Code Authority after its collection of cost data.

The third main type of prohibition of sales below cost, peculiar to the distribution codes, was a combination of individual and industry cost. The minimum price here was the sum of the individual member's invoice cost of merchandise and a uniform mark-up or overhead for the industry. This uniform mark-up in most codes was to cover "store labor" but in some cases was to cover "delivery costs", "collection costs", or "distribution costs."

Minimum Prices

The types of minimum price provisions included here fall into two main groups. The essential feature of the provisions classified under the first sub-head was that, where an emergency was found to exist, a temporary floor was established until the emergency was deemed to have passed. The provisions containing such emergency provisions are of two types; these were patterned after two NRA office memoranda, that of February 3, 1934, and Office Memorandum No. 228. The earlier codes were patterned after the former and the later codes after the latter. The total number of codes containing each type were roughly equal. The most important difference between the two types was that the earlier type provided that the Code Authority, subject to NRA approval, should determine when an emergency existed, and establish minimum prices based on the lowest reasonable cost in the industry; while the later one, No. 228, provided that the NRA declare the emergency and establish the minimum prices. The complete text of each follows:

Price Provision as in Office Memorandum of February, 3, 1934.

"When the Code Authority determines that an emergency exists in this industry and that the cause thereof is destructive price-cutting such as to render ineffective or seriously endanger the maintenance of the provisions of this Code, the Code Authority may cause to be determined the lowest reasonable cost of the products of this industry, such determination to be subject to such notice and hearing as the Administrator may require. The Administrator may approve, disapprove, or modify the determination. Thereafter, during the period of the emergency, it shall be an unfair trade practice for any member of the industry to sell or offer to sell any products of the industry for which the lowest reasonable cost has been determined at such prices or upon such terms or conditions of sale that the buyer will pay less therefor than the lowest reasonable cost of such products."

Price Provision as in Office Memorandum No. 228. (Exhibit B, Section 2)

"(a) When no declared emergency exists as to any given product, there is to be no fixed minimum basis for prices. It is intended that sound cost estimating methods should be used and that consideration should be given to costs in the determination of pricing policies.

"(b) When an emergency exists as to any given product, sales below the stated minimum price of such product, in violation of Section 2 hereof, is forbidden.

"(a) If the Administrator after investigation shall at any time find both (1) that an emergency has arisen within the industry adversely affecting small enterprises or wages or labor conditions, or tending toward monopoly or other acute conditions which tend to defeat the purposes of the Act; and (2) that the determination of the stated minimum price for a specified product within the industry for a limited period is necessary to mitigate the conditions constituting such emergency and to effectuate the purposes of the Act, the Code Authority may cause an impartial agency to investigate costs and to recommend to the Administrator a determination of the stated minimum price of the product affected by the emergency and thereupon the Administrator may proceed to determine such stated minimum price.

"(b) When the Administrator shall have determined such stated minimum price for a specified product for a stated period, which price shall be reasonably calculated to mitigate the conditions of such emergency and to effectuate the purposes of the National Industrial Recovery Act, he shall publish such price. Thereafter, during such stated period, no member of the industry shall sell such specified products at a net realized price below said stated minimum price and

any such sale shall be deemed destructive price cutting. From time to time, the Code Authority may recommend, review or reconsider or the Administrator may cause any determinations hereunder to be reviewed or reconsidered and appropriate action taken."

Seventy-five of the codes containing such emergency provisions also contained prohibitions of sales below individual cost.

The codes classified under the second sub-head provided at some time or other during their existence, for the establishment of minimum prices by the Code Authority or a comparable agency, irrespective of emergency and in most cases without reference to cost. The following codes contained such a provision:

Petroleum
Bituminous Coal
Domestic Freight Forwarding
Inland Water Carrier Trade
Graphic Arts
Wood Cased Lead Pencil
Wholesale Coal

Six of these codes privided for some type of NRA review of the minimum prices established. The Wholesale Coal Code provided for minimum prices as established under an approved coal producers' code.

Destructive Price Cutting

The third group of provisions directed toward the establishment of minimum price were those which prohibited destructive price cutting. Three types are included under this one heading. The first of those was a blanket injunction against or prohibition of destructive price cutting without defining or qualifying the terms used. The typical provision of this sort stated simply that "Destructive price cutting is prohibited" or "is an unfair practice."

The second group, confined to a total of 13 codes, contained a similar prohibition but added some further explanation or qualification.

The third and largest group was more or less closely patterned after Office Memorandum No. 228, Exhibit "B", Section 1, the text of which is given below. The additional feature in this type of provision was that, besides prohibiting wilfully destructive price cutting, a procedure was established for hearing and appeal to NRA upon complaint of violation.

Text of Office Memorandum No. 228
(Exhibit B, Section 1)

"Section 1. The standards of fair competition for

the industry with reference to pricing practices are declared to be as follows:

(a) Wilfully destructive price cutting is an unfair method of competition and is forbidden. Any member of the industry or of any other industry or the customers of either may at any time complain to the Code Authority that any filed price constitutes unfair competition as destructive price cutting imperiling small enterprise or tending toward monopoly or the impairment of code wages and working conditions. The Code Authority shall within 5 days afford an opportunity to the member filing the price to answer such complaint and shall within 14 days make a ruling or adjustment thereon. If such ruling is not concurred in by either party to the complaint, all papers shall be referred to the Research and Planning Division of NRA which shall render a report and recommendation thereon to the Administrator."

These provisions against destructive price cutting were rarely found unaccompanied by some other type of minimum price provision. Only seven of the codes included in the total under this heading contained no other minimum price provision.

* *

It should be noted that a considerable majority of the provisions falling into the three groups of minimum price provisions above contained a variety of exceptions--permission under certain circumstances to sell below the minimum price established. The first and largest category of exceptions were those, applying particularly to the selling-below-cost prohibitions, which permitted competitors to meet the competition of other members of the industry. The major variations of this exception related to the types of competition which might be met. Most frequently, members were permitted to meet the prices of competitors who, themselves, were not selling below cost. A second variation was permission to meet the prices of lower-cost producers. Finally, a number of codes permitted members to meet any prices established by competitors.

A second class of exceptions related to sales of various types of substandard goods, such as seconds, obsolete, or used goods; to distressed goods, and to goods sold during special sales. These varied from an outright exemption from the minimum price provision to stipulation of the percentage reduction that might be made.

Numerically much less important were a number of miscellaneous types of sales excepted, the chief of which were: introduction of new product, sales to other industry members, meeting of competition of equivalent but non-industry products, fulfilling contracts made prior to code, and sales to affiliates.

About a fourth of the provisions required approval of, and almost half required notice to, the Code Authority before the exception could be taken advantage of. These conditions were most frequent in connection with exceptions relating to sales of substandard goods.

Price Differentials Between Classes of Products

The provisions classified under this item prescribed the differentials to be maintained between products of different size, quality, or grade. The "base" price on certain specified basic products was to be established by the individual members of the industry without restriction. An absolute dollar amount or a certain percentage amount then had to be added to or deducted from this base price for other products varying as to size, quality, or grade; these additions to or deductions from the base prices were required to be uniform for the industry and were either to be determined by the Code Authority or were set forth in the Code itself.

The five Codes which empowered the Code Authority to fix these differentials were Iron and Steel, Toy and Plaything, the Steel Locker and Steel Shelving Division of Business Furniture, Valve and Fittings Manufacturing, and Refractories. Three of these were patterned after the Iron and Steel Code, the text of which follows:

> "..... any extras added to, and any deductions made from, the base price for any product sold by any member of the Code in determining its quoted or billed price for such product shall be uniform for all members of the Code. The rates of such extras and deductions shall be those approved from time to time by the Board of Directors as being in accordance with the trade practice customary in the industry at the effective date of the Code and as meeting the requirements of the Code."

The two codes in which the differentials were specified in the code were the Lead Pigments Division of Lead, and Electrotyping and Stereotyping, in which the differentials of an industry association were incorporated by reference.

A few codes required that the "differentials reflect differences in cost".

TERMS OF PAYMENT

All of the items included in this section relate to restructions placed upon the credit terms granted by industry members.

Cash Discounts

The provisions included here regulated the discounts which might be allowed for immediate payment or payment within a specified period. The most common type of restriction was that which imposed,

in some way, a limit upon the amount of discount that could be given. These restrictions of necessity had two dimensions - the percentage rate of discount and the length of the period after the sale during which it might be granted. By far the greater number provided for a two per cent discount rate; but some permitted as high as eight percent while on the other hand others limited the rate to one-half percent. With respect to the time element, the mode was ten days. However, quite a few codes required immediate payment if discount were to be allowed while others allowed several months. A frequent version was that which extended the discount period until the 10th day of the month following that in which the goods were billed. Most of the provisions definitely worded the restriction to read as a maximum or upper limit. About ten percent, however, read as though the rate set forth were the exact rate which must be followed.

The second sub-head includes those codes which prohibited discounts of any kind for immediate or early payment. The "other restrictions" on cash discounts includes codes not prescribing definite limits but prohibiting them if excessive or if discriminatory.

Anticipation of Bills

The provisions classified here regulated the discount that might be allowed for early payment in case bills were paid after the expiration of the cash discount period but before the expiration of the free credit period. The first type of restriction limited the size of the rate of discount that might be granted. About one-third of these prescribed the exact rate to be granted while the other two-thirds established only an upper limit. Most of them set the rate at one-half percent a month or six percent per annum, or else the "legal rate."

A few codes prohibited outright the granting of such an anticipatory discount.

Period of Free Credit

The period of free credit is the length of time after the date of shipment during which no interest accrues on the unpaid balance. The familiar expression "net so many days" is the usual manner in which the length of the period is expressed. Any payment made before the expiration of this period will be accepted without requiring interest; but thereafter interest on the bill will be added.

The modal period in the codes placing a limit on this period was 30 days. Second in frequency was 60 days, and beyond that there was no noteworthy uniformity.

Interest Rate Beyond Free Credit Period

The charge that was to be made for further extension of credit on unpaid bills after the expiration of the "net" or free credit period was also subjected to regulation in some codes. So far as regulation of the specific rate was concerned, it took the form in

over two thirds of the codes cited of prescribing the exact rate to be charged; slightly less than one-third established a minimum rate. In both cases the rate applied was almost universally six per cent per annum or the "legal rate".

The sub-head "other restrictions" includes four different types of provisions scattered through a few codes. Some codes simply stated that some interest must be charged. One code required that the rate cover the cost of financing to the seller, another prohibited an unreasonable or excessive charge, and one code established the maximum rate that might be charged.

Installment Sales

The provisions classified here regulated sales in which settlement was made by a series of periodic payments. They may be distinguished from those classified under "Deferred Payments (other than installment sales)" by the fact that the latter related to sales in which there was neither a series of payments nor were they necessarily periodic; rather the entire payment was delayed for an extended length of time or at least no kind of a definite scheme of payment was prescribed.

As indicated by the first sub-head, some of the codes established detailed rules covering installment sales. These were most common in the industries supplying heavy equipment. The complexity of the rules was too great to make a breakdown feasible on the chart. The rules related, for example, to amount and time of down payment; frequency, time and size of installments; carrying charges to be added; documents to be drawn up; procedure upon non-payment of any installments; and sundry other matters. To illustrate the nature of these provisions, a typical one, taken from the Construction Machinery Distributing Code is reproduced here.

> "Failing to require on installment sales at least twenty-five (25) per cent cash payment before shipment or on delivery of the goods sold and the payment of the balance of the purchase price in monthly installments, the first installment to be payable in not more than sixty (60) days from date of shipment, the last installment to be payable in not more than twelve (12) months from date of shipment. All installments shall be evidenced by notes bearing date of shipment and bearing interest at the rate of not less than six (6) per cent per annum from date of shipment until paid. No installment note shall be extended or renewed in whole or in part except for actual inability of the purchaser to make payments. No understanding for renewal or extension of any installment note shall be made prior to the sale of the goods to the purchaser."

The other codes containing rules with equivalent detail were: Oil Burner, Gasoline Pump Manufacturing, Rock Crusher Manufacturing, Power and Gange Lawn Mower, Shevel, Dragline and Crane, Replacement Axel Shaft, China and Porcelain Manufacturing, Commercial Refrigerator, Beauty and Barber Equipment and Supplies; Wholesale Jewelry, Pipe Organ, Printing Equipment, Concrete Mixer, Counter-type Ice Cream

Freezer, Bottled Soft Drink, Trailer Manufacturing, Dental Goods and Equipment, Surgical Distributors, and Bowling and Billiard Equipment.

The sub-head "Other Restrictions" includes codes with provisions as follows: a prohibition of installment sales; requirement that financing costs be covered in the price, requirement that the sale be set forth in a written contract, a fixing of minimum installments; and one provision that, if the purchaser has the privilege of returning the goods, it be regarded as a rental only.

Deferred Payment (other than Installment Sales)

This item includes provisions relating to sales in which payment is due only after a considerable period of time. It does not include provisions which prescribed a series of periodic payments, which are classified under "Installment Sales".

The complexity of many of the provisions makes a breakdown of the various rules in the tabulation impracticable, and hence such provisions are included under "Detailed terms and conditions specified". The two chief and most frequently mentioned rules were those regulating size of down payment and the maximum credit period allowable. The text of the provision in the code for Textile Machinery Manufacturing is quoted as a typical example:

> "The initial cash payment.....shall not be less than 25% of said price and shall be paid not less than 30 days from date of shipment; the balance of the purchase price shall be payable over a period not in excess of two years following the average date of shipment under such contract. The rate of interest payable on such deferred payments shall not be less than 5% per annum. No machinery shall be sold on terms other than cash unless the title to or lien on such machinery is retained by the seller until the purchase price therefor shall have been paid in full."

Another type which appeared in some codes simply limited the period of deferred payment. For example, the American Match Code stated that,

> "No member of the industry shall extend terms of payment beyond thirty (30) days from date of shipment."

This says nothing of a free credit period and thus must be classified under deferred payment.

The sub-head "Other Restrictions" includes a few unique provisions which did not contain full detailed rules. The Code for Cement Gun Contractors prohibited sales in which payment became due only when money was received by the seller from other sources. The Code for Gasoline Pump Manufacturing prohibited sales in which payment was governed by sales of the gasoline dispensed from the pumps.

Delayed Billing

Delayed billing is the practice of deferring the invoicing of a customer until some time after the shipment has been made. The effect thereof is to extend additional credit to the customer beyond that contemplated in the ordinary credit terms. In some cases this practice may represent merely the customary method of granting the customary free credit period. In others, particularly where a code placed definite limits upon credit terms, it represented a possible loophole by means of which, in the absence of regulation, the code might have been evaded.

Provisions classified under the first sub-head on the tabulation out-lawed this practice. Some used the very words, "delayed billing", in naming it as an unfair practice. Another common type of provision included here were those which prohibited "datings." This term is somewhat ambiguous but generally relates to some type of deferred invoicing or post-dating of invoices. Also, two codes prohibited "seasonal dating", a specialized type of deferred invoicing which is utilized during certain months of the year only, depending upon the seasonal peculiarities of the industry. Finally, some of the codes prohibited failure to invoice at time of shipment in diverse terminology.

The second sub-head includes codes which prescribed definite rules regulating the length of time for which such invoicing might be delayed or post-dated and the times of the month or year during which such concessions might be granted. A typical example of detailed rules relative to dating is quoted from the code for Undergarment and Negligee,

> "All merchandise shipped from the first (1st) of the month to the twenty-fourth (24th) of the month inclusive shall be due and payable on the tenth (10th) of the following month. Bills for merchandise shipped on or after the twenty-fifth (25th) of the month may be dated as of the first (1st) of the following month. There shall be no additional dating."

Codes limiting seasonal datings specified the months of the year during which and the length of time for which dating might be allowed. For example, the Household Ice Refrigerator Code read as follows:

> "In all shipments between December 1, and April 1, invoices may be dated April 1 and such invoices may be subject to cash discount if paid by April 10 ....."

The Code for Insecticide and Disinfectant Manufacturing provided that "June 1st dating may be allowed on all shipments from January 1st to June 1st."

The third sub-head, dealing with retained percentages, includes provisions which regulated a practice commonly found in the Construction Industry. In contracts between contractor and customer it was frequently provided that a certain portion of the total

payment would not be billed for a certain period after completion of the work, until the customer was satisfied that the work performed was in no way defective. This so-called "retained percentage" thus served as sort of a bond. The codes classified here placed limits on the percentage that might be withheld and the length of time during which it might be withheld. For example, the Code for Rolling Steel Door reads as follows:

> "Maximum terms for products sold erected shall require 85% of proportionate value of work done to be due monthly; final payment to be due and payable 30 days after completion of contract."

The 85% minimum and the 30 day final limit were practically uniform for all provisions.

The fourth sub-head includes a group of miscellaneous restrictions on deferred invoicing. Among these the chief were a prohibition of datings only if discriminatory, and a few simple time limitations without inclusion of detailed rules.

FORMS OF PAYMENT

This section includes limitations placed upon the means of payment which might be accepted by industry members from customers as a substitute for cash or checks in payment of bills.

Accepting Securities

The principal restriction on the acceptance of securities was simply that they be taken in at a figure not exceeding their current market value. A typical provision was that in the Code for the Refractories Industry, which read:

> "In soliciting business, no manufacturer shall agree to accept as payment securities such as mortgages, bonds, stocks, tax bills, certificated, or any other security except at current marketable cash value."

The sub-head "Other Restrictions" includes two Codes (Cork and Beverage Dispensing Equipment) which prohibited the acceptance of securities in payment at any time; codes which limited such acceptance only to the settlement of insolvent accounts; and codes which prohibited acceptance if such constituted a means of affecting or concealing price discrimination.

Accepting Certain Other Forms of Payment

Classified here are provisions which restricted the acceptance of forms of payment other than cash or check and also other than securities as treated above. The acceptance of the following means of payment was prohibited in certain codes; customer's capital stock; customer's goods; "other than lawful money"; credit transferred from one buyer to another; proceeds of sale made by industry member for his customer's account; deposit made to another manufacturer, and forms of payment other than those specifically enumerated in the code.

The sub-head "Other restrictions" includes a limitation on the amount of rental payments that could be applied where the product was finally purchased; a requirement that "real or personal property" be accepted at not more than its market value; and a time limit upon the duration of negotiable instruments.

FREIGHT AND TRANSPORTATION TERMS

The common feature of the provisions in this section was the regulation of the manner in which the cost of transportation was applied in quoting a price or in billing for the shipment.

Basing Point System

The three codes which set up detailed rules establishing a basing point system were Iron and Steel, Reinforcing Fabricating Materials, and Steel Joist. In addition, the Lime Code contained an enabling provision specifically empowering the Code Authority to establish such a system, subject to NRA review; pursuant to that, a system was set up

in the Lime Industry. In some others also basing point systems were established pursuant to broad enabling provisions; this was typified in six divisions of the Lumber and Timber Products Code.

The systems were too complex to make practical here the presentation of more than the barest details. As an example the Iron and Steel Code named specific cities as basing points. The members were required to file prices, f.o.b. these points. It was not required, however, that they be uniform for all points. The price quoted to any customer, regardless of his location, had to be the filed price at the basing point closest to the customer plus the published freight rate between the basing point and the customer's receiving point. Members were prohibited from filing prices on any other basis than f.o.b. the specified points and from failing to include transportation costs in quoting the delivered price.

F.O.B. Basis of Selling

The codes classified here recuired, in a variety of ways, that industry products be sold only on a basis of freight-on-board factory or warehouse, or central selling point. This meant that, in arriving at the final price to the customer, the cost of shipping had to be added to the published base price. Putting it in another way, it prohibited the quoting of a uniform delivered price to all customers dissimilarly located.

Delivered Basis of Selling

The codes classified here required the quoted price to be a delivered price and, by implication, prohibited the quotation of prices f.o.b. the factory.

Omitting Freight Charges in Computing Delivered Price

These codes presumably had as their object the prevention of the absorption by Industry members of the freight costs of their shipments. That is, if members chose to sell on a delivered price basis or were required by their code to do so, their quoted price must include transportation costs in addition to the base selling price of the product.

Prepayment of Freight Charges

Classified here are regulations of the practice of prepaying shipping charges on merchandise sold. These may or may not have appeared in conjunction with other provisions listed in this section. In a number of cases this practice was prohibited. For example, in the Reclaimed Rubber Manufacturing Code it was provided that,

> "All shipments shall be made f.o.b. member's factory or warehouse. Freight may be allowed to customer's receiving point but such freight shall not be prepaid."

Another type of restriction, as indicated in the second subhead, was that which permitted prepayment of freight costs only upon the condition that the original selling price be high enough to cover this cost. One of the codes included here, Bleached Shellac Manufacturing,

read as follows:

> "It is an unfair practice to deliver products, transportation charges prepaid, at any place, unless such charges are given due consideration in determining the cost and selling price thereof and are added to the seller's published price for its shipping point nearest to such destination."

A third type of provision permitted prepayment, but in conjunction with some other restriction.

The fourth sub-head, "Other Restrictions", includes provisions which prohibited such prepayment if secret, or if discriminatory; or which permitted it provided the shipments were over specified weight or value.

Equalization of Freight Rates

This practice involves the absorption by a seller of transportation costs to the extent that the freight cost remaining to the customer equals the cost of shipping from a closer seller. In other words, the codes included here permitted sellers to meet, insofar as transportation costs are concerned, the competition of more closely located competitors. However, this did not constitute a permission to cut below a competing seller, for the provision was frequently designed to limit dumping in the sales territory of a competitor. The provision in the Wall Paper Manufacturing Code may be quoted as an example:

> "All manufacturers shall sell their products on the basis f.o.b. own mill or mills, with no greater freight allowance than railroad freight equalization, carload rates of L.C.L. rates, as the case may be, to nearest competing operating mill to the customer being sold."

A few of the codes here prescribed specific points which were the only ones from which rates could be equalized; e.g., the Furniture Manufacturing Code read with respect to cedar chests, as follows:

> "Freight from any factory shipping point to any destination may be so equalized that the carload freight rate which would be applicable to that shipment will be no greater than the carload rate on the same shipment if it were made from the nearest point as follows: Atlanta, Georgia, or from Chicago, Illinois, or from New York, New York."

SHIPMENTS

Split Shipments

Split shipments occur when a single order is shipped, not in one complete shipment, but in two or more shipments, whether or not at different times. The codes included here placed certain restrictions on this type of shipment, the chief of which were that the goods be

billed as shipped instead of after the final shipment only, or that the relative size and timing of shipments be equitable distributed.

Shipments Smaller Than Specified Minimum

The codes classified here named some unit of shipment and restricted shipments of quantities which were less than that unit. Among the codes which prohibited outright shipments below such a minimum, the Window Glass Code established a carload of glass as the minimum; the Dry Transfer Division of Graphic Arts specified 1000 transfers; and the Wholesale Confectioners Code prohibited the breaking up of manufacturers' boxes for resale.

Some codes permitted shipments below the specified unit but required an additional handling charge to be made for this service to customers. In the Silverware Manufacturing Code, the minimum was a shipment valued at ten dollars or more and the service charge was twenty-five cents. The other restrictions, found in one or more codes were: must be reported to Code Authority, and approval of Code Authority required.

OPEN PRICE SYSTEM

An open price system as it appeared in codes, in brief, involved the reporting to some central agency by members of an industry of their current or future prices. This central agency in turn generally disseminated these reports in summary or identical form to the members of the industry, and in some cases to customers also. This type of system is to be distinguished from the type common before the NRA, which only involved the reporting of past prices as manifested in completed transactions. It was contemplated that the prices filed under the systems set up by the codes would be followed until new prices were filed. The plans as they appeared in codes, however, varied widely in detail.

The first two sub-heads on the chart indicate the chief ways in which the codes provided that the system would go into effect. Codes containing the first provision made the establishment of the system compulsory. Under the second provision, the Code Authority, with or without NRA approval, was empowered to establish a system at its discretion; some codes laid down certain rules which had to be followed in formulating a system, if and when the Code Authority chose to do so. About sixty of the non-mandatory codes required approval of a majority or two-thirds of the industry before a system could be put into effect.

Some codes required in addition to reporting prices to the central agency, that members either post their prices conspicuously in their place of business or else "publish" them to the trade. Generally no further elaboration was included as to what actually constituted such publication. Not shown on the chart are the requirements found in two codes that members must send price lists directly to their competitors and in eleven codes that they must mail price lists to customers.

A few codes not containing a genuine open price system provided something of a substitute therefor by requiring members to post their prices in conspicuous places; the usual rules relative to adherence to these prices and waiting periods before changes, however, were included. One code not having an open price system required members to exchange prices directly and one other code required its membership to publish their prices in a specified trade periodical.

The next four sub-heads, numbers five to eight, deal with waiting periods. A waiting period is a period of time which must elapse between the filing of reporting to the central agency of price changes, and the effective date of such a change. The member filing the price change is not at liberty to sell at the newly reported prices until this effective date. In the meantime it was usually provided that the central agency would disseminate the newly filed prices to all other members of the industry. Somewhat over one-fourth of the total number of codes with open price systems contained no provision relative to a waiting period. In most cases in this group price changes became effective upon receipt of the new price lists by the central agency. In about thirty codes a price change was effective even before filing with the agency. Six codes without waiting periods provided that price changes would become effective only upon receipt by the member of the agency's acknowledgement. Attention should be called, in this section dealing with "no waiting period", to the fact that in only slightly less than fifty per cent of all codes with open price systems, a provision for some kind of a waiting period was stayed by administrative order. This means that in roughly seventy-five per cent of the codes, no waiting period was actually in effect.

The most common type of waiting period was that where a specified lapse of time was required between the filing of a price change and its effective date, whether the change was upward or downward. This period of time varied from one to twelve days, the mode being five days. As indicated on the tabulation and as discussed in the preceding paragraphs, a considerable portion of these provisions were stayed by administrative order - generally concurrently with the approval of the code.

Another important variation with respect to waiting period requirements were those codes requiring a lapse of time between the filing of a price change and its effective date, only if the change were downward. Upward changes thus became effective as soon as reported. Some codes mentioned downward changes specifically as the only ones which required the observing of a waiting period. Other codes read as if the waiting period applied before any changes; but taken in conjunction with the ability to sell above the prices filed (see the 13th and 14th sub-heads), the effect was to require a waiting period before decreases only - since a member could sell above his filed prices without having to report the fact. A considerable number of these waiting period provisions were stayed also, as indicated in the tabulation.

There were no codes which required waiting periods before increases only.

About twenty-five codes empowered the Code Authority to establish a waiting period at its discretion.

The eighth sub-head deals with the problem of the waiting period requirements applicable to a member who chose to change his price following a change by a fellow competitor. The codes classified here contained provisions allowing price changes filed to meet a previous change on the part of another member to become effective on the same date as the first changes filed. Three different types of these provisions may be distinguished. The first allowed the subsequent changes to become effective on the same date, regardless of the nature of the change and whether or not it went below the prices first filed. The second and most numerous type allowed them to become effective on the same date, only if they were not below the prices filed by the first member. The third allowed them to become effective on the same date, only if filed before a specified part of the waiting period for the first member had elapsed; generally this was one-half. Over seventy codes contained no provision for shortening of the waiting period; this figure, however, includes those codes in which the waiting period itself was stayed.

The ninth and tenth sub-heads relate to the requirements of publicity of filed prices to customers. Under the ninth sub-head are classified all codes which in some way required that the filed information be released to customers. The nature of this requirement varied widely, and the main types should be summarized. Two codes required that the central agency send copies of filed data to all customers. About one hundred required that data be sent to customers upon request, generally with the additional requirement that the customer bear the cost involved. About two hundred codes required that the prices filed be open to the inspection of customers, and about thirty more required that inspection be permitted by customers of the prices for the particular class into which they fell. About a dozen codes left the question of the release of filed data to customers open to the discretion of the Code Authority. Some provisions were in terms of "interested parties" rather than of "customers".

The tenth sub-head includes all codes with open price systems which contained no provision for making the prices filed available to customers.

The eleventh sub-head includes all codes which required that in some way the filed prices be released to members. About 170 codes required the central agency to send them to all members. About 110 codes required it to send them only to directly competing producers of similar products. A few codes required that prices be sent only to members in the same region, that they be sent only upon request, or that they be sent only upon payment of costs. Some seventy codes required only that the central agency keep its price files open to inspection by members. Nine codes left the question of availability to members to the discretion of the Code Authority. Two codes specifically provided that the central agency send to members only the lowest price on file for each product.

The twelth sub-head includes all codes with open price systems which did not require the central agency to release the filed prices to members in any way.

The last four sub-heads deal with the problem of adherence by members to their filed prices. The first of these, "Must sell at filed prices", includes those codes which required members to sell at the prices they had filed, thus prohibiting sales at prices above or below them. The next sub-head, "May sell above filed prices" includes all codes which prohibited sales below filed prices and which, thus, inferentially permitted members actually to sell at prices above those which they had filed.

The next to last sub-head includes the codes which permitted sales at prices as low as the lowest price filed by any member, even though these sale prices were below the filed price of the particular seller. Under the last sub-head are classified codes which permitted sales below the filed price in case of sales of certain special goods, such as seconds, dropped lines, etc.

* *

Space prevents the presentation of all of the numerous details of the open price systems on the tabulation, but a few of the additional points of difference between various types may be described here.

One point was the degree of compulsion on members to file. Most of the codes made filing compulsory. A few made it entirely optional. Some two dozen codes, mostly in the paper group, made the actual filing optional but provided that if a member chose not to file his own prices, he was deemed to have filed the lowest price of other members on file and was required to observe it.

Another point of variance was the nature of the central agency with whom prices were filed. About two-thirds of the codes named the Code Authority as the central agency, including the industries where the trade association functioned as the Code Authority. The other one-third required that the central agency be a "confidential and impartial agency", to be named either by the Code Authority or NRA.

Prices generally had to be filed for all classes of buyers but a few codes exempted prices to governments or to certain specified classes of large buyers.

Regarding the type of products for which prices were required to be filed, about one-third of the codes required price to be filed for all products. About one hundred codes left to the Code Authority the determination of this question, while about fifty left the matter to majority vote of industry members. Also, about fifty codes required filing on "standard" products only, while another fifty required filing on all standard products and on such non-standard products as the Code Authority selected. Finally about a fifth of the codes contained no provision relative to this matter.

Another variation consisted in the different types of information which different codes required to be filed. Less than ten per cent of the codes confined the filing to prices. About three-fourths of them stipulated that all discounts and terms and conditions of sale be filed, as well as prices. Pertinent to this point is the fact that some sixty codes instructed the Code Authority to prescribe the reporting form without including any specific restrictions as to what might be asked for on the form.

On the matter of identifying the disseminated prices by the name of member filing them, most of the codes were silent. However, some sixty codes made such identification mandatory and one prohibited such identification.

Some sixty codes required that, after filing a given price, a specified minimum period must elapse before an increased price could be filed. This period was almost universally forty-eight hours. This was not a waiting period requirement, for it related to a period between two filings and not to the effective date of one filing only. Two codes required such a minimum period between filings, whether the second one was an upward or downward revision. No provision similar to this existed for decreases only.

Nine codes prohibited the addition of comments by the central agency when prices were disseminated.

Finally, it should be noted that about sixty of the codes with open price systems incorporated without change the wording of NRA Office Memorandum Number 228, Exhibit "A". The text of this is given below, both to indicate the wording of these sixty codes and to show the culmination of NRA policy with respect to the details of an open price system, at the end of the code writing period. A number of other codes were partially patterned after this but varied in some important particular. The complete text was as follows:

> "Section 1. Each member of the trade/industry shall file with a confidential and disinterested agent of the Code Authority, or, if none, then with such an agent designated by the Administrator, identified lists of all of his prices, discounts, rebates, allowances, and all other terms or conditions of sale, hereinafter in this article referred to as 'price terms', which lists shall completely and accurately conform to and represent the individual pricing practices of said member. Such lists shall contain the price terms for all such standard products of the industry as are sold or offered for sale by said member and for such non-standard products of said member as shall be designated by the Code Authority. Said price terms shall in the first instance be filed within_____days after the date of approval of this provision. Price terms and revised price terms shall become effective immediatly upon receipt thereof by said agent. Immediately upon receipt thereof, said agent shall by telegraph or other equally prompt means notify said member of the time of such receipt. Such lists and revisions, together with

the effective time thereof, shall upon receipt be immediately and simultaneously distributed to all members of the industry and to all of their customers who have applied therefor and have offered to defray the cost actually incurred by the Code Authority in the preparation and distribution thereof and be available for inspection by any of their customers at the office of such agent. Said lists or revisions or any part thereof shall not be made available to any person until released to all members of the industry and their customers, as aforesaid; provided, that prices filed in the first instance shall not be released until the expiration of the aforesaid_____day period after the approval of this code. The Code Authority shall maintain a permanent file of all price terms filed as herein provided, and shall not destroy any part of such records except upon written consent of the Administrator. Upon request the Code Authority shall furnish to the Administrator or any duly designated agent of the Administrator copies of any such lists or revisions of price terms.

Section 2. When any member of the trade/industry has filed any revision, such member shall not file a higher price within forty-eight (48) hours.

Section 3. No member of the trade/industry shall sell or offer to sell any products/services of the trade/industry, for which price terms have been filed pursuant to the provisions of this article, except in accordance with such price terms.

Section 4. No member of the industry shall enter into any agreement, understanding, combination or conspiracy to fix or maintain price terms, nor cause or attempt to cause any member of the industry to change his price terms by the use of intimidation, coercion, or any other influence inconsistent with the maintenance of the free and open market which it is the purpose of this Article to create."

SALES IN OTHER ZONES BELOW LOWEST FILED PRICE IN THOSE ZONES

The codes classified here, established certain regions with provisions for price filing with regional agencies. The type of provision involved here prohibited a producer from selling in a region other than his own and one in which he did not file prices, at a price lower than the lowest one on file in that region.

Two codes in addition prohibited such sales only if at a price more than twenty per cent below the lowest filed price in the outlying region.

"DUMPING"

Included here are codes, with only two exceptions, which prohibited

"dumping", generally without defining or elaborating that term. It is presumed that they referred to the practice of quoting prices for distant markets which were lower than those quoted in the home market. As such, they had some similarity to prohibitions of sales in other zones below lowest filed price in those zones and also to prohibitions of geographical price discrimination. But as stated, they did not as a rule contain explanations of the term.

PRICE GUARANTEES AND OTHER OFFERS OF PRICE PROTECTION

The provisions included under this section related to guarantees given by sellers to customers against a decline in price, an advance in price, or both. A guarantee against a decline was generally carried out through a rebate to the customer's account, reflecting the difference between the price originally charged and the subsequent price; this might be made even though the goods were no longer part of the customer's stock. A guarantee against an advance generally was applicable to the undelivered or unbilled portion of a shipment and took the form of charging the seller the old price, even though prices had risen after the original order was given.

Price Guarantees

Classified here are provisions which used the terms "guarantee" and "price" in setting up the restriction, or some words with obviously equivalent meaning. In some codes elaboration of the terms was given and in others not. There was considerable uniformity in the provisions.

Included under the sub-head "prohibited" are all forms of prohibitions, whether applied only to declines, to advances, or to both. About half of the total prohibited only guarantees against a decline, a very few prohibited only guarantees against an advance, and somewhat less than half applied to all types of price guarantees. A typical guarantee against a decline may be cited from the Cast Iron Pressure Pipe Code:

> "It is an unfair practice to make or give to any purchaser of any product any guaranty or protection in any form against decline in the market price of such product."

The Code for Watch Case Manufacturing contained a typical prohibition of any price guarantee:

> "It is an unfair practice to make or give any guaranty of protection in any form against advance or decline in the market price of any product."

The second sub-head includes those codes in which price guarantees were permitted but in which a definite limit was placed on the period of time during which the guarantee might run. In most cases 90 days was set as the maximum permissible limit; there were a few variations, however, above and below this figure.

The sub-head "Other restrictions" includes codes which prohibited discriminatory price guarantees; those which prohibited

guarantees against increases unless the seller was correspondingly protected against decreases; those which prohibited guarantees unless set forth in a written agreement; those which limited the guarantee to the seller's own decline; and those which specifically confined the guarantee to genuine orders for definite quantities.

Agreements Indefinite as to Time and/or Quantity

The type of contract involved here was the so-called "requirement" or "term" contract. Such a contract contained a fixed price binding upon the seller, but specified no definite amount to be taken by the buyer. Or there was provision for a series of shipments without any time limit upon the length of the agreement. Under these, the customer could buy as little or as much as he chose at the contract price--so that the arrangement was obviously a form of price protection.

Under the first sub-head are included codes which prohibited such contracts. Some prohibited only those indefinite as to quantity, others those indefinite as to time, and a few prohibited both types. There was little uniformity in the wording of the provision. Generally, a distinction was drawn between various types of indefinite contracts, and the permissible types were set forth. In a number of the codes supplying construction materials, a contract indefinite as to quantity was allowed if it applied to a single, clearly identified project. Some codes permitted such contracts for all "requirements" but required that a definite period be established by the contract. Still others permitted some variation in quantity but required the contract to specify the maximum and minimum limits thereto. All of these types are included under the first sub-head, since they all prohibit some type of indefiniteness as to time or quantity.

The sub-head "Other restrictions" contains a few codes with one of the following restrictions: a minimum quantity, at least was required to be specified, provision had to be made for reimbursing the seller for increases in cost, or the contract had to be for a fixed percentage of the total consumption requirements.

Other Offers of Price Protection

Under this catch-all item have been classified provisions which restricted the granting of price protection to customers in a variety of ways. The common element in all of the practices involved was that a fixed price was guaranteed to the customer over a period of time. In most cases this took the form of an offer at a given price which stayed open for some time; meanwhile, the customer might accept or reject as he chose and was not bound at any time.

Under the first sub-head are included codes which prohibited one of the following practices; making an offer with a fixed price without fixing a definite expiration date thereto; making any price offer which was not subject to change unless accepted immediately; giving "options" (no definition or elaboration of term); entering into contracts not for immediate shipment which contain no provision for revising prices in case of price change; and the giving of advance notification of price changes to customers.

The second sub-head includes codes which specified a maximum period of duration for one of the following: fixed offer not subject to change until its expiration ("firm" offer); "options"; offers of any kind; and contracts not for immediate shipment which did not contain provision for revising price in case of price change.

The third sub-head includes codes which placed one or more of the following types of restrictions on the practices set forth in the two preceding paragraphs; the agreement or offer must be in writing; it must not be discriminatory; it must be reported to the Code Authority; it must include a "withdrawal" provision; or it must permit price adjustments, if necessary, at stated intervals.

DEFERRED DELIVERIES

The term deferred delivery applies to shipments (or other kinds of performance) which are made, not immediately upon the formation of the agreement, but some substantial length of time thereafter. The term is used whether the entire shipment is thus delayed or only a part of it. Under the first sub-head are the codes which prohibited this practice; the prohibition in each case was applied to the very words "deferred delivery" without definition or clarification.

The second sub-head includes the codes which place some kind of a maximum time limit upon the period during which contracts had to be completed. They fall into two main groups, accordingly as they prohibited entering into contracts which contemplated shipments delayed beyond the specified time, or prohibited delaying delivery on contracts of any sort beyond the specified time. No uniformity existed with regard to the maximum time permitted, some codes allowing no more than thirty days after date of agreement and others permitting up to two years.

The sub-head "Other restrictions" includes codes which applied one of the following restrictions upon shipments deferred till some time after the formation of the contract; must be reported to the Code Authority; must be set forth in written agreement; must include an arrangement for price adjustment if prices change; permitted only if destined for specific and clearly identified job project; and must be at a fixed price.

UNILATERAL AGREEMENTS

The codes classified here contained prohibitions of entering into contracts binding upon the industry member but which did not bind the buyer. The effect of such practices may, in some cases, have been similar to price protection. But the provisions included here may be distinguished from those classified on the chart under "Price Guarantees", by the fact that they are broader and do not mention prices specifically. They simply allude to agreements which are binding only on the seller, or which have cancellation clauses applicable to the buyer only.

REBATES

The term "rebate" has been given a fairly broad meaning herein and has been interpreted to cover a variety of refunds, retroactive settlements, and adjustments made for the benefit of the customer's account after the seller has carried out his performance. However, a great proportion of the codes included here actually used the term "rebate", either alone or more commonly in conjunction with some other terms. The first two sub-heads, that prohibiting all rebates and that prohibiting secret rebates, relate to provisions which were uniform in practically all the codes cited. The standard form prohibiting all rebates was as follows:

> "No member shall pay or allow rebates, refunds, commissions, credits, or unearned discounts, whether in the form of money or otherwise."

The items enumerated here after rebates have not been noted elsewhere in the tabulation, so that the term "rebates" has been used to include these also.

The standard form for the prohibition of secret rebates is as above quoted with the addition of the word "secretly" following the word "shall".

The third sub-head covers provisions which prohibited rebates only if they were not given to all buyers on the same basis.

The "Other Restrictions" includes codes prohibiting rebates only if they were excessive or unreasonable; requiring that they must be set forth in a written agreement; requiring that they be reported to the Code Authority; and prohibiting them if they were misleading.

ALLOWANCES

The term "allowances" in itself is indefinite and broad. Included in this section are all provisions which used the term itself in some connection and, in addition, those specific types of practices which seemed to be similar to certain types of allowances. A working definition of an allowance is that it is a payment of credit by the seller for some value rendered to him by the buyer. It serves to distinguish an allowance from a rebate, for which generally the customer renders no specific valuable service or otherwise.

"Allowances"

The first item in this section contains provisions which restricted "allowances", without indicating the nature of the allowance referred to. The codes under the first sub-head simply prohibited allowances without any elaboration.

The sub-head "Other restrictions" includes the following types of restrictions on "allowances"; prohibited if excessive; prohibited if secret; prohibited if discriminatory; prohibited if misleading; must be set forth in written agreement; must be reported to the Code Authority;

and prohibited if made in collusion with buyer to evade code. The restrictions on discriminatory allowances made up about half of the total under this sub-head. The standard rebate clauses, which frequently included "allowances" or "excessive allowances" in addition to the other terms, have not been included in the counting here, on the principle that they were included under the rebate section.

Advertising Allowances

This type of allowance generally took the form of a credit applied to the account of the customer to reimburse him for part or all of the cost borne by him in advertising the seller's product. The actual form of the advertising might have been newspaper ads, theatre ads, window displays, exhibits, catalogues, billboards, handbills, etc. The customer generally makes the original outlay and then is repaid in part or whole by the allowance given him by the seller.

The first sub-head includes the codes which prohibited industry members from making any allowances for advertising, and thus from sharing or bearing the cost of advertising done by customers.

The second restriction covers a number of codes which permitted such allowances but laid down elaborate rules governing the practice. The codes here fell into two groups, within each of which the wording of the provision was quite standardized. The most common form was as follows:

> "No member of the industry shall pay a buyer for a special advertising or other distribution service by such buyer; (a) except in pursuance of a written contract made in good faith and explicitly defining the service to be rendered and the payment for it; and (b) unless such service is rendered and such payment is reasonable and not excessive in amount; and (c) unless such contract is separate and distinct from any sales contract, and such payment is separate and distinct from the sales price and is not designed or used to reduce a sales price; and (d) unless such payment is equally available to all buyers of the same quantity and/or distribution class in the same competitive market; and (e) unless a copy of each such contract is retained on file for a period of one year. The Code Authority shall be empowered to request a member of the industry to report such contracts made by him and/or to request a member of the industry to produce a copy thereof for inspection."

The other detailes form followed in some codes was that set forth in NRA Office Memorandum No. 326, which reflected the policy recommendations of NRA, as of January 5, 1935. It read as follows:

> "No member of the industry shall designate as an 'advertising allowance', a 'promotion allowance', or by similar term, any price reduction, discount, bonus, rebate, concession, or other form of allowance, or any consideration for advertising or promotion services, offered or given by him to any customer. No member shall offer or give any consideration merely for 'pushing", 'advertising', or otherwise than for definite and specific ad-

vertising or promotion services. Such consideration shall be given only pursuant to a separate written contract therefor, which contract shall specifically and completely set forth the advertising or promotion services (in such manner that their specific character may be understood by other members of the industry and their customers) to be performed by the recipient of said consideration, the precise consideration to be paid or given therefor by said member, the method of determining performances, and all other terms and conditions relating thereto."

The sub-head "Maximum limit specified" includes codes which limited the member's permissible share of the cost of customers' advertising to a certain percentage, generally fifty; and a few codes which expressed the limit in terms of a percentage of sales.

The sub-head "Other restrictions" includes codes which placed one or more of the following restrictions upon advertising allowances; prohibited if secret; prohibited if discriminatory; prohibited if excessive or unreasonable; prohibited if misleading; must be set forth in written agreement; must be reported to the Code Authority; approval of Code Authority required before granting; prohibited unless seller's name or trade-mark appears in the advertising; prohibited if the effect is a concession in price; and documentary proof of outlay of customer required.

Distribution Service Allowances

Allowances for "distribution services" are those payments and credits granted to customers for various types of promotional work, other than advertising itself. In a good many of the codes included here, the words "distribution services" were used, while others were classified here because their wording brought them into this general category.

Those codes under the first sub-head contained the two types of detailed restrictions discussed under the second sub-head for "Advertising Allowances". The codes under the sub-head, "Other restrictions" contained one of the following restrictions: prohibited if excessive; prohibited if secret; prohibited if discriminatory; prohibited if misleading; must be set forth in written agreement; must be reported to Code Authority; and prohibited if in form of concession made by sales representative.

Freight Allowances

An allowance for freight is an adjustment rendered on the account of the customer to reimburse him in part or in whole for the cost borne by him for shipment of the goods from seller to him. The freight is sent collect by the seller and paid in the first instance by the customer. Then, if the seller wishes to assume part or all of the shipping cost, he credits the customer's account upon presentation of the receipted freight bill. Included here, also, are provisions regulating cartage allowances made the customer when he takes delivery of the goods himself at the seller's factory.

Such allowances were prohibited in the codes classified under the first sub-head. The effect of these prohibitions when coupled with prohibitions of prepayment of freight charges, as they frequently were, was to prevent the seller from assuming any part of the shipping costs.

The other restrictions on freight charges, found in one or more codes, were as follows: prohibited only if excessive; prohibited if discriminatory; maximum limit specified (in terms of percentage of total freight cost); minimum weight shipment specified on which allowance might be made (e.g., only on shipment over 100 lbs., or a carload); prohibited unless cost involved was included in computing original selling price; prohibited except in cash sales; and prohibited except for local deliveries.

Attention should be called Here to the section in the tabulation dealing with "Freight and Transportation Terms". The restrictions on freight equalization, prepayment of freight charges, and bases of selling are closely related to the subject of freight allowances. For example, permission to equalize freight is a form of restriction on freight allowances - in the sense that members may not exceed the amount necessary to reduce the freight cost to the customer to that obtained from the competitor nearest this customer.

Trade-in Allowances

An allowance for a trade-in is a payment or credit granted by a seller to a customer, generally for a used product similar in nature to the one being purchased. Unlike the other allowances, the rendering of value by the customer usually occurs before the actual sale of the industry product is made; so that the allowance will be reflected in the original billing and not as a subsequent credit on account.

The first sub-head pertains to codes which permitted no allowances of any sort upon trade-ins. These restrictions occurred chiefly in the machinery and equipment codes. A common version here was that which prohibited the accepting or offering to accept of old, used, or second-hand products of the industry as payment, in whole or in part, for products of the industry. A number of the Machinery and Allied Products supplements, which accounted for about half of the total here, went on expressly to permit members to assist customers to find purchasers for the used products of the latter.

The other restrictions contained in one or more codes, were as follows: prohibited if excessive or unreasonable; prohibited if discriminatory; specific maximum limit on amount of allowance specified (in terms of percentages of price of new product sold); must be set forth in written agreement; must be reported to Code Authority; must not permit customer to retain goods for which allowance was granted; number of units to be traded-in limited; and prohibited if products to be traded-in are of obsolete design.

Other Special Allowances

This item covers provisions which regulated a group of miscellaneous types of allowances. The different types of value rendered by customers, for which these allowances would be given, were as

follows: returning empty containers which originally contained industry products; installing industry products; performing some further processing work on industry products; maintaining or repairing industry products; furnishing some supplies used in production of industry product; printing labels; and "any special service."

The first sub-head contains codes which contained a prohibition of one or more of these types of allowances. The second contains codes which prohibited one or more of them only if excessive in amount. The third sub-head contains codes with one or more of the following restrictions on one of the types of allowances; specific limit prescribed for amount of allowance; prohibited if deceptive; must be set forth in written agreement; seller must be relieved of liability; and allowances confined only to certain specified types of products.

PAYMENT OR DIVERSION OF COMMISSIONS OR FEES TO BUYERS OR AGENTS

The provisions classified here were aimed against the practice by sellers or their salesmen of passing on to the buyer or the agent of the buyer a part or all of the commission or fee, which ordinarily would go to the salesmen themselves. The objection to this practice, presumably, was that it represented an indirect and secret price concession.

Under the first sub-head are those codes which forbade the practices under all circumstances. The exact wording of the activity prohibited varied somewhat with different codes. The following are the main versions used in the prohibitions: payment of commissions or fees to buyers, payment of commissions or fees to other than bona fide or controlled sales representatives, payment of commissions or fees to purchasing agents compensated by buyer, payment of commissions or fees by agents of members to buyers, splitting of commissions or fees by members or their agents with buyers or their agents, and payment of brokerage to other than bona fide brokers.

The other restrictions placed on such payments in one or more codes were as follows: prohibited if excessive, prohibited if secret, prohibited if discriminatory, and a maximum limit prescribed upon the amount of such payments.

RENDERING FINANCIAL ASSISTANCE TO BUYERS

This section covers provisions which regulated certain dealings with customers which were generally separate and distinct from the sale itself and which in some way were of financial benefit to the buyer. Usually some money flowed from the seller to the customer as a result of these transactions.

Purchasing from Buyer

The provisions classified here placed restrictions upon buying from a customer products other than industry products. The first group were those which forbade purchases of any sort. For example, the Metal Tank Code read as follows:

"It is an unfair practice, for the purpose of inducing

a sale, to buy or to offer to buy, directly or indirectly, from purchasers or prospective purchasers of the product of the industry, capital stock, goods, wares, and/or merchandise."

The second sub-head includes two types of provisions: those limiting the purchases to a "reasonable" amount and those requiring that the price paid by the industry member be not excessive.

The other restrictions were a prohibition of such purchases if misleading, and a prohibition of all purchases except for the member's own use.

Renting From Buyer

This item covers restrictions placed on the renting of space from the customer by the seller. The space might be used for storage purposes, offices, displays, etc. The customer as landlord would presumably be benefited thereby. In some codes such action was entirely forbidden. The other restrictions laid down in one or more codes included a prohibition if discriminatory or if excessive in amount.

Assumption of Buyer's Costs

Classified under this item are codes which restricted the payment by the seller of certain costs of the customer, which normally belonged to the customer and which had no direct connection with the sale of industry products. The customer's costs whose payment by the seller was restricted in one or more of the codes included here, were as follows: insurance premiums; inspection fees; permit charges; long distance telephone calls to seller; telegrams to seller; personal expenses; traveling expenses; and freight charges on reshipments by customer to his own customers.

The first sub-head includes codes which prohibited allowances for one or more of these costs. The second includes codes which prohibited them only if discriminatory or required that such payments be previously set forth in the written agreement.

Subsidizing or Financing Buyer

Classified under this item, in addition to restrictions on "subsidies" or "financing" themselves, are restrictions upon activities whose effect represented a subsidy of some sort. The following sort of activity by sellers was restricted in one or more codes: making loans to customers; financing sale of securities by customer, purchasing customer's capital stock, compensating customer for "business losses", guaranteeing accounts due customer; financing payments due customer from his own customers; and employing employees, relatives, or associates of the customer or employing the customer himself.

Aside from the prohibitions of these practices, the following restrictions were placed upon one or more of these practices in one or more codes: prohibited only if secret; must be set forth in written agreement; prohibited if effect was discriminatory; and prohibited unless the cost involved to the seller was allowed for in the selling price

of the industry product.

Patronizing Publication in Which Buyer is Interested

This item includes codes which restricted payments or allowances to customers for advertising or other reasons, in connection with customers' catalogues, house organs, programs, trade journals, or various other publications sponsored in some way by the customer. The first sub-head contains codes which prohibited patronage of one or more of the things enumerated. Classified under the second sub-head are codes which contained one or more of the following restrictions on one or more of the above; prohibited if unreasonable in amount; maximum limit specified; or subject to approval of Code Authority.

ASSUMPTION OF LIABILITIES NOT "REASONABLY" SELLER'S

Classified here are codes which prohibited the assumption by the seller of certain contingent liabilities which normally, allegedly, were the responsibility of the customer. The various types of liability, the assumption of which by sellers was prohibited in one or more codes, were as follows: liability for non-performance of seller's contractual duties when caused by non-controllable factors, liability for consequential damages, liability for patent infringements, liability for errors in plans or specifications furnished or approved by buyers, and liability for damage to buyer's drawings or equipment caused by non-controllable factors. Also included here are codes which prohibited members from entering into contracts which were not subject to adjustments necessitated by non-controllable factors.

CONDITIONAL SALES

The common feature of all the items in this section was that they related to transactions in which the transfer of goods to the buyer was not final. The buyer, if he was unable to sell the goods or for other reasons, might return them to the seller with no further obligation. The sale was conditional and not absolute.

Sales on Consignment or Memorandum

The provisions classified under this item generally mentioned the words "consignment" or "memorandum" in setting forth the restriction; only a few codes have been classified here by interpretation. Sales on consignment or memorandum are those in which the seller sends goods to the buyer without the latter entering into a contract to buy or without being billed; the legal title remains with the seller; and the buyer can return the goods at any time or the seller can recall them at any time without either party being bound. If, however, a customer for the resale of the goods appears, the original buyer or consignee may sell the goods and arrange for the transfer of title from the original seller or consignor.

The first subhead includes codes in which all consignments of any nature were forbidden. The second includes codes which gave to the code authority power to regulate such transactions without requiring NRA approval of its rulings. Some codes contemplated that the code authority set up general conditions, applicable to all members, under which consignments might be made. Others assigned to it only an exempting function to be used where special circumstances so required. The third subhead includes codes with provisions similar to the second but which required NRA approval before promulgation of rules by the code authority.

The other restrictions, found in one or more codes, were as follows: prohibited only if secret; prohibited if the effect was discriminatory; maximum prescribed for the length of time for which a consignment might be made; terms thereto must be set forth in written agreement; prohibited if prices for possible future sale were indeterminate; and prohibited only with respect to new customers.

A number of codes specifically exempted consignments to controlled subsidiaries, "direct representatives" or "agents", from the restriction established. Also, there were numerous exemptions of shipments for bona fide sample purposes or approval and demonstrating purposes, which might otherwise have been restricted by the sweeping rules relative to consignments.

Storing Goods with Customer

The provisions classified under this item almost universally used the words "storing goods with customer". As may be seen from the tabulation, the common restriction was an outright prohibition of the practice. This provision is classified under "Conditional Sales" because the effect of the practice is similar to that of consignments--goods are placed in the hands of customers without their being obligated to buy, although being in a position to sell if customers appear.

The other restriction required that adequate remuneration should be paid to the customer by the member if he stored goods with customers.

Resale Guarantees and Repurchase Agreements

A resale guarantee involves a contract in which the seller, in effect, guarantees the buyer a certain specified volume or resale business or turnover on goods purchased outright. If this volume is not realized by the customer within a specified period, the seller agrees to take back all goods unsold and to credit the customer's account accordingly. The effect of a repurchase agreement is similar, inasmuch as, in this case, the seller agrees, as one of the terms of the contract to buy back all unsold goods. Both may be distinguished from a consignment in that both contemplate the transfer of title and the customary invoicing in the first instance. But, as may be seen from the definition, they nevertheless are conditional and not absolute sales. Classified under this item also are prohibitions of "bill-back" or "charge-back" arrangements, which are similar in nature to the other two items here.

Sales on Trial or Approval

In sales on trial, the entering into a binding contract of sale and the billing are delayed until the goods are received by the buyer and he has had an opportunity to "try them out." If he finds the goods unsatisfactory after such trial, he may return them and is under no further obligation. On the other hand, if he finds them satisfactory, a contract of sale is signed and he is then billed for the goods in his possession. Sales on approval are similar, excepting that it is not contemplated that the goods will actually be used, as when on trial, but merely inspected and examined. The codes which regulated trials covered chiefly heavy machinery and equipment codes where inspection alone would furnish only an inadequate test, whereas the codes which regulated approvals were chiefly consumers' goods. Both types are included under this one item.

The first subhead includes codes which prohibited sales on trial,

sales on approval, or both. The second includes codes which permitted but placed a limit upon the number of days during which goods might be left with customers without billing them therefor. The other restrictions apply only to sales on trial and consisted of the following, which appeared in one or more codes: limit placed on quantity of goods that might be left with customer on trial at a given time; prohibited if ultimate price indeterminate; permitted only for new customers; terms thereof must be set forth in written agreement; must have written request for trial from customer; must be reported to code authority; or authorization of code authority required.

The installation, for testing purposes, of newly developed machinery was occasionally exempted from the restriction.

SHIPMENTS WITHOUT ORDER

A number of codes contained prohibitions of shipping goods to customers without orders therefrom. Some added "without customer's consent." The exact practice at which these were aimed cannot be definitely ascertained. In some cases it was apparently directly against consignments as discussed above. In other cases, particularly where "without buyer's consent" was added, it seemed directed against the possibly coercive practice of sending goods to customers without order, following up with a demand for payment, and thus trying to force goods upon unwilling buyers. A classification of the provisions into these two types cannot, however, be accurately made, so they have all been lumped together here. The codes for Toy and Plaything and for the Seed Trade contained what seemed to be provisions of the second type.

The second restriction noted in the chart occurred in the Lumber and Timber Products code.

PRODUCT AND MAINTENANCE GUARANTEES

This section contains provisions which regulated adjustments made by sellers for inadequate performance by or defects in the product.

Uniform Product Guarantee

The codes included here set forth the exact terminology to be used by all members in the guarantees of performance given with their products. The actual subject matter of the guarantee is classified under one of the other provisions in this section.

Guarantees in Excess of Manufacturer's Warranty

Included here are codes which prohibited the extending of a warranty which exceeded that provided by the manufacturer of the product. These codes covered either the distribution trades or else assembling industries, which used products fabricated by another industry.

"Product Guarantee"

The codes classified hereunder include those which placed restric-

tions on "product guarantees", without explaining whether the restrictions related to all guarantees or only to those applying to other than defective merchandise. (Cf. two following sections.) One common type was a blanket guarantee which covered all possible difficulties occurring, irrespective of whether or not the product was defective and the fault the seller's. The other chief type of provision was that using the words "product guarantee" without further explanation.

The first subhead contains codes which prohibited such guarantees. The second contains those which established a maximum period of time for which such blanket guarantees could be given. These ran all the way from ninety days to several years. The other restrictions include the following, as found in one or more codes: prohibited if excessive; prohibited if misleading; maximum limit placed on amount of allowance; guarantee must be set forth in writing; must be reported to code authority; seller may repair or replace at his option; service actually received by customer to be deducted from adjustment on a pro rata basis; customer must bear all shipping costs; and seller not responsible for improper use of product.

Product Guarantees Against Defective Merchandise

Codes classified here regulated guarantees against defective merchandise, where the failure of the product was the fault of the seller only. The first subhead includes those codes which placed a limit upon the length of time for which a guarantee could be made or during which it was permissable to make an adjustment for defects. Again, there was no uniformity in the limit specified as between codes. The second subhead includes codes which require that the allowances made for defective merchandise be reasonable and not excessive.

The other restrictions, found in one or more codes, were as follows: discriminatory allowances for defective goods prohibited; maximum limit specified for amount of allowance for defective goods; guarantee must be set forth in writing; allowance granted must be reported to code authority; acceptance of returned defective merchandise must be reported to the code authority; allowance not to be made if product improperly used; repair or replacement only permitted; no liability for consequential damages may be assumed; customer must bear all return shipping costs; and return of goods must be previously authorized by seller.

Product Guarantees Against Other Than Defective Merchandise

This item represents provisions which specifically confined the scope of guarantees to actually defective merchandise. This was accomplished by prohibiting, in diverse terminology, the making of any product guarantee against other than defects in workmanship and material.

Maintenance Guarantee

A maintenance guarantee is the promise of free servicing and repairing of the product sold, whenever it ceases performing satisfactorily. In the first group of restrictions, such free servicing was en-

tirely forbidden. In the second, a maximum length of time after the sale was specified during which free servicing might be given.

"Guarantees"

This item covers codes which restricted guarantees in some way without specifying what particular type of guarantee, if any, was meant. The first subhead includes codes which forbid the making of misleading or deceptive guarantees. The other restrictions in general were: prohibited if excessive; and prohibited if discriminatory.

RETURNS AND ADJUSTMENTS

These five types of restrictions related to the matter of accepting the return of merchandise and making adjustment therefor--when the merchandise itself was, insofar as the code provision indicates, physically satisfactory and free of defects. In a sense, the ability to return goods makes the sale a conditional one and this section, accordingly, should be considered in relation to the section entitled "Conditional Sales" above.

"Accepting Return of Merchandise"

The codes included here contained restrictions upon the acceptance of returned goods without qualifying the terms in any way. Thus, it cannot be determined whether the provisions were aimed chiefly at the return of satisfactory, non-defective goods or simply at all goods, whether or not defective. To the extent that the latter is true, the provisions are partially related to those which regulated product guarantees. Because of this imponderable, quotation marks have been used; and there have been classified here only those codes which used these words without qualification.

The first subhead includes codes which contained a blanket prohibition of accepting the return of goods which were actually sold and delivered. It is within this group that the greatest doubt arises as to whether the provisions may not have been intended to apply only to non-defective goods.

The second group includes codes which provided that goods could not be returned after a specified number of days following the sale. The third group provided that goods might be returned but required that the allowances granted therefor be reasonable.

The other restrictions, found in one or more codes, were as follows: a handling or service charge must be made when goods returned; an unreasonable amount of goods must not be accepted for return; no discrimination to be practiced in accepting returned goods; maximum limit specified on amount of allowance made for returned goods (in terms of percentage of selling price); authorization of code authority required; must be reported to code authority; allowances prohibited if only partial product returned; and prohibited unless accompanied by another order of equal value.

Accepting Return of Other Than Defective Merchandise

This item includes codes which regulated the return of first-class non-defective goods. The first type of restriction prohibited, practically in so many words, accepting the return of goods other than those defective in workmanship and material. The second type permitted accepting the return of non-defective goods but required that the seller charge a handling or service fee in each case. The third type prohibited accepting the return of non-defective goods after a specified number of days following the original sale.

The other restrictions, found in one or more codes, were as follows; allowances for goods returned not to be excessive; maximum limit placed on amount of goods to be accepted for return, maximum limit placed upon allowance for returned goods (in terms of percentage of original selling price); acceptance of returns must be reported to the code authority; permitted only if goods returned are still on current list; and goods must be in saleable condition.

Accepting Return of Obsolete, Discontinued, or "Unsaleable" Merchandise

The provisions classified under this item regulated the return of goods which were physically in good condition and non-defective, but which were of a type no longer on the current listed by the seller. Such goods might be either actually obsolete in design, of a line that had been entirely discontinued, or for some reason totally unsaleable. The first subhead covers codes which prohibited industry members from accepting the return of one or more of these three types of goods. The other restrictions, found in one or more codes, on the return of one of the types, were as follows: handling or service charge must be made; upper limit placed on amount of allowance to be given; and acceptance of such returns must be reported to the code authority.

Adjusting Incorrect Shipments

This item includes provisions which regulated the practice of replacing or making allowance for errors in shipment, such as wrong quantity, size, grade, type, etc. Those codes under the first subhead specified a maximum period of time after the receipt of shipment by the customer during which it was permissible to make such adjustments. Those under the second prohibited the making of an excessive number of adjustments or the granting of unreasonable allowances for adjustments. The other restrictions were two in number: return of goods must be preceded by an explanatory letter; and no claim for consequential damages may be allowed.

Exchanging Merchandise

This item includes codes which prohibited the practice of taking back one type of goods which was in good condition and giving others in exchange therefor. It had no relation to the problem of defective merchandise applying only to physically good merchandise.

RENDERING ADDITIONAL OR SPECIAL SERVICES

The practices restricted in this section have as their common characteristic the fact they are all types of intangible services which the seller may render the buyer. These services do not constitute the basic industry products themselves, but are rendered in connection with the sale of industry products. The most common restriction was that which prohibited them if free, or required an adequate charge to be made. This indicates the intent to plug up a possible loophole for evasion of minimum price provisions.

Lavish or Excessive Entertainment

The codes included here prohibited certain types of entertainment of purchasers, of prospective purchasers, or of their employees. These types were variously described as lavish, excessive, undignified, or unwarranted. The only elaboration of these terms was contained in the Cement Code which prohibited the providing of banquets for purchasers.

Providing Sales Help

The practice involved here was that of the supplying by the seller of one or more salesmen to the buyer. The seller would pay the salesman's salary; and the latter would sell to the buyer's own customers, with the sales being made for the account of this buyer.

Aside from the codes which entirely prohibited the supplying of such service to customers, the following restrictions were imposed in one or more codes: prohibited only if done to an excessive degree; prohibited only if done secretly; prohibited only if buyer is not adequately charged for the cost thereof; prohibited if discriminatory; prohibited unless salesman represented to be employee of manufacturer; prohibited if it gives member an undue advantage over competing members; and maximum limit placed upon length of time for which one customer may be so aided.

Demonstrating

The forms which this service may take are the supplying by the seller of his own paid employees to demonstrate products in the buyer's place of business to the buyer's customers; the supplying of employees to demonstrate at some length machinery and equipment sold to the buyer where this buyer is the ultimate user, and supplying employees to instruct buyer's employees how to operate the product.

Aside from the blanket prohibitions of these types of demonstrating, the following restrictions were placed upon them in one or more codes: allowed only for specified length of time for each buyer; employee must be clearly identified as a demonstrator; seller must make adequate charge for such services; prohibited until after buyer has given order; and prohibited if a competitive demonstration in connection with a call for bids.

Erection and/or Installation

The service restricted here was that of setting up or installing industry products, generally heavy machinery or equipment. Some codes restricted all such services, while others specified certain permissive types and limited only other types. The first subhead contains codes which required that the seller must charge the buyer for the additional cost involved. The second contains codes which prohibited such services entirely or only if they were discriminatory.

Warehousing or Storage

The service restricted here was that of permitting customers to use warehouses or storage space owned by the seller, whether for the housing of goods whose delivery was not accepted by the contract date or otherwise. The most common restriction, shown in the first subhead,, permitted the practice only if a reasonable charge was made to the buyer. The other restrictions, found in one or more codes were as follows: prohibited entirely (two codes); prohibited if carried to an unreasonable extent; permitted only for a specified length of time per customer; or prohibited if discriminatory and not made available to all customers.

Reconditioning, Repair or Maintenance

The services restricted here were the restoring of a used product belonging to the customer to first class condition, repairing of parts out of condition for reasons other than the seller's fault, or providing of periodic servicings necessary to keep a product in good condition. In each case the service was performed by the seller's employees upon products which continued to belong to the buyer. Most commonly, as under the first subhead, the codes prohibited such service only if rendered free or if a charge covering the cost involved was not made. The other restrictions, classified under the second subhead, were as follows: prohibited only if not provided equally to all buyers; or permitted for only a specified number of days after the sale.

Supplying Drawings, Plans, Specifications, Surveys, or Formulae

The service performed here by the seller was that of providing, generally in advance of a possible sale, certain analyses which were of value to the buyer in formulating his purchasing requirements. The five items listed in the title are suggestive and one or more of them was covered in each code listed here. Drawings might be architect's drawings, drawings of machines, or other blue prints. Formulae pertained to the preparation of special formulae necessitated by the customer's peculiar needs.

Again, the most common restriction, as covered by the first sub-head, required that a reasonable charge be made for such services or prohibited them if free. A group of the Machinery and Allied Products supplements required the authorization of the code authority before drawings of machines could be prepared and furnished to prospective buyers. The other restrictions, appearing in one or more codes included the following, furnishing of drawings absolutely prohibited; furnishing of free drawings prohibited if done excessively; and furnishing of plans or specifications permitted only when already contained in catalogues.

Other Special or Additional Services

Classified under this item is a group of miscellaneous services, the rendering of which to customers was restricted in some way. The granting of the following types of services was prohibited entirely in one or more codes; assisting customer to find purchaser for used product owned by customer; assisting customers to obtain used products for trade-in purposes; repacking goods upon customer's request in a form other than originally packed; rendering "favors" to customers; performing certain unusual processing services specified in the code; special stamping or marking of goods for customer's purposes; participating in "group showings", conventions, etc. sponsored by customers; and rendering "any unusual service" (without further definition.)

The following types of services were permitted by one or more codes only if an adequate charge for them were made to the customer; deliveries by seller's trucks; engineering services (specified or undefined); "handling" (without further definition); crating or packing of goods sold; inspections; furnishing certain special processing services specified in code; supplying estimates; special stampings and markings; and rendering "any unusual service."

Classified under other restrictions are the following which appeared in one or more codes; "favors" and "any unusual service" prohibited only if secret; deliveries by seller's trucks and "any unusual service" prohibited if excessive in amount; engineering services and participation in "group showings" permitted only upon authorization by the code authority; furnishing certain special processing services specified in code prohibited only if discriminatory as among customers; rendering "any unusual services" unless set forth in written agreement; and participating in group showings unless the declared policy of the exhi-

biting organization was to promote sale of products of the member's industry.

SUPPLYING ADDITIONAL OR SPECIAL GOODS

This section contains restrictions upon the furnishing to the customer of additional physical and valuable goods beyond those provided for in the actual or normal contract of sale. The additional goods might take the same form as those actually sold or otherwise. Where the supplying of these goods was prohibited; it is not clear whether the prohibition applied only when they were supplied gratis or under any circumstances. Without doubt, in many cases the word "free" was implied in such expressions as premiums, prizes, samples, etc., even though it was not expressed; and so a seeming prohibition under all circumstances may have been intended only as a limitation upon supplying them gratis. However, it has been impossible to ascertain the intent clearly in all cases; a rigid classification according to the precise terminology, regardless of context or probable intent has, therefore, been followed.

Free Deals

A "free deal" has been construed here to mean a gratuitous supplying to a customer, in connection with a specific sale, of goods in excess of those actually billed to the customer and identical in nature with those actually sold. The proverbial "baker's dozen" represents a free deal of one unit. Provisions included hereunder, in addition to those which conformed to this definition, were those which used the words "free deals" or "free goods or merchandise" without qualification, which enumerated industry products in the restriction, or which restricted "free services" when the basic industry product was actually a service.

The subhead "prohibited", in this case, relates only to the gratuitous aspect of supplying these things.

Under "other restrictions" are included the following, as found in one or more codes; prohibited only if excessive in amount (Radio Broadcasting); and certain multiple restrictions which were patterned exactly after N. R. A. Office Memorandum No. 232, which reflected N. R. A. policy as of June 12, 1934. This Memorandum read as follows:

> "Although there shall be no general prohibition against the use of premiums, the use of free deals, premiums, or prices, in the following ways is prohibited:
>
> "a. The use of free deals, premiums, or prizes in ways which involve commercial bribery in any form.
>
> "b. The use of free deals, premiums, or prizes in ways which involve lottery in any form. The term 'lottery' should be construed to include, but without limitation, any plan or arrangement whereby the free deals, premiums

or prizes offered differ substantially in value from customer to customer of the same class, except as a result of differences in quantities purchased.

"c. The use of free deals, premiums, or prizes in ways which involve misrepresentation, or fraud, or deception in any form, including, but without limitation, the use of the word 'free', 'gift', 'gratuity', or language of similar import in connection with the giving of free deals, premiums, or prizes for the purpose or with the effect of misleading or deceiving customers.

"d. The giving of free deals, premiums, or prizes to any customers when such free deals, premiums, or prizes are not offered to all customers of the same class in the trade area."

Lump Sum and/or Combination Offers of Sales or Supplying Other or Additional Goods at Reduced Prices

The restrictions placed upon lump sum offers, combination offers, and combination sales are included in this section because these practices represented methods through which additional goods could be supplied to customers either gratis or at something less than full price. A lump sum offer was one in which a single price was quoted for two or more products. Combination offers were offers of two or more products at a price less in amount than if the constituent products were sold separately. Combination sales were simply the consummation of combination offers.

The first subhead includes codes which prohibited one or more of these three practices. Included are those codes which used one of the three terms themselves or explained the practice in a manner which conformed to the above definitions. A number of provisions were in terms of unitemized offers, but the effect of these is the same as those discussed.

Under the second subhead are those codes which specifically prohibited such offers or sales unless the total price quoted or charged equaled the sum of the prevailing prices of the constituent products. Included under this subhead also are codes which prohibited, in connection with a given sale, sales of other or additional goods at reduced prices.

Among the other restrictions, appearing in one or more codes, was the one which required that industry products must be itemized where industry and non-industry products were combined and unit prices shown (regardless of total).

Gifts

In classifying provisions under this item, "gifts" were construed to mean valuable and physical things of a more or less personal

nature given to the buyer himself. Excluded were merchandise of various sorts which could be resold and gifts to employees of the buyer. Donations of money, however, were included. This term definitely implies that the supplying thereof is gratis. Specifically, there were included here provisions which restricted "gifts", "donations", etc; provisions which restricted practices defined as abeve; provisions which enumerated sundry objects other than industry products, which came under the above definition; and provisions which regulated gifts to organizations in which the buyer was interested.

Aside from the codes which prohibited gifts in one of the forms mentioned above, there are included under the second subhead limitations on deceptive or misleading gifts. A considerable number of these were uniform and read as follows:

> "No member shall offer or give prizes, premiums, or gifts in connection with the sale of products, or as an inducement thereto, by any scheme, which involves lottery, misrepresentation, or fraud."

Included here also are a few codes which applied to gifts Policy Memorandum No. 238, as quoted under Free Deals above. The other restrictions on gifts, which appeared in one or more codes include the following: prohibited only if of an excessive value; prohibited only if done secretly, prohibited only if discriminatory, maximum limit placed on amount of gifts; and approval of code authority required.

Gratuities

Under this item have been classified codes which restricted the giving of "any gratuities" and those which contained certain broad, sweeping restrictions on supplying "anything of value" and similar vague restrictions. This item by its very nature represents, of course, a gratuitous supplying. The other restrictions, classified under the second subhead, are found in two codes which prohibited gratuities only if discriminatory and four codes, only if of excessive or unreasonable value.

Premiums

A premium has been construed here to be goods other than those produced by the industry, supplied to the buyer, with or without charge, which are of value to the business for resale purposes or otherwise. Classified here are codes, the greatest number of which used the word "premium"; and those codes restriction the supplying of certain things defined as above. As discussed under the title of this section, there is no doubt that part of the codes regarded premiums as something free by definition. Consequently, some of the codes listed under the first subhead as prohibiting premiums may have intended to prohibit only free premiums.

The second subhead contains chiefly codes which read the same

as the quotation given under the second subhead under "Gifts" or as Office Memorandum No. 232 as quoted under "Free Deals" above.

The third subhead contains codes which presumably did not regard premiums as something inherently free. They required in some form that the cost of the premium be included in the total selling price charged.

The other restrictions, found in one or more codes, were as follows: prohibited only if excessive; prohibited only if secret; prohibited only if discriminatory; maximum limit placed upon permissible amount; prohibited only if they effect price reduction or discounts; and prohibited except to consumer purchasers.

Prizes

Included here are codes which used the term "prizes" and codes which restricted "awards" or similar matters in connection with some kind of a contest, other than those in which only employees of the seller compete. Aside from the codes which prohibited prizes, under the second subhead are included codes which restricted the giving of prizes only when deceptive or misleading. These generally read the same as the quotation given under the second subhead under "Gifts", or as in Office Memorandum No. 232 as quoted under "Free Deals" above. The other restrictions, found in one or more codes, were as follows: prohibited unless the cost thereof is covered in selling prices; and prohibited only if discriminatory.

Samples

A sample has been construed here as the supplying, with or without charge, of a limited number of industry products prior to an actual sale of goods, to permit inspection by the customer. Unlike sales on approval, the sample itself does not constitute the entire amount of products contemplated in the sale but only a fractional part thereof; also it is generally assumed that the customer will permanently retain the sample goods. Most of the codes included used the word "sample" in setting forth the restriction. The others were classified here because of the conformity of their wording with the above definition.

The codes classified under the first subhead prohibited, without qualification, the supplying of samples to customers. These may or may not have intended to prohibit only free samples.

Under the second subhead are classified codes containing detailed and heterogeneous rules governing the furnishing of samples. Following are some examples of the types of restrictions involved: prohibited except with bona fide order; limitations on allowances for samples returned; maximum credit terms on samples specified; prohibited if an integral part of sale; and permitted only if hand or display samples.

Under the third subhead are included codes which prohibited

the furnishing of free samples, which required that an adequate charge should be made for them, or which required that their cost be covered in selling prices.

The fourth subhead includes codes which placed a specific maximum limit upon the amount of samples that might be furnished to any single customer. The other restrictions classified under the fifth subhead, as appearing in one or more codes, included prohibition of samples and the requirement that samples must be returned by customer within specified number of days.

Other Special Goods

This item is a catch-all for codes containing miscellaneous restrictions of goods other than industry products. The supplying of the following types of goods was restricted in one or more codes classified here: containers of any kind; special containers only; supplementary equipment; special equipment; certain advertising materials; display materials; printed matter (other than advertising material); certain accessories; coupons; labels of any kind; special labels only; script books; and permitting retention of trade-ins upon which seller has made an allowance.

Under the first subhead are codes which prohibited without qualification the furnishing of one or more of the types of goods enumerated above. Under the second are codes which required that the furnishing of one or more of them should be done only if an adequate charge was made therefor. The other restrictions, found in one or more codes, on the furnishing of one or more of these types were: Customer must return after a specified number of days; maximum limit established to amount that might be furnished; prohibited only if excessive in amount; prohibited only if not furnished to all customers; prohibited if not branded with seller's name; prohibited without signed request from customer; and prohibited unless deposit collected to insure return of goods.

FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC.

This section contains regulations established for the form and subject matter of documents which record the various steps in a transaction. The types of documents so regulated included offers, orders, contracts, invoices, receipts and appraisals. The obvious design of these provisions was to secure complete records, whether for the purpose of preventing evasion of other code provisions or otherwise.

Oral Offers, Orders, Agreements and/or Appraisals.

The codes classified here prohibited one or more of the following: shipping goods without a written order from the customer; oral offers; entering into contracts which were not written, or giving oral appraisals of merchandise. The prohibitions of oral agreements make up about three-fourths of the total codes included; oral orders

are prohibited in only two codes and oral appraisals in only one. The other restrictions were in codes permitting oral offers or agreements if the amount involved or period of duration were less than a specified figure.

Sales Documents Omitting significant specified Detail.

The restrictions herein included related to the following types of documents; offers, orders, invoices, and contracts. The types of detail required to be included in these were; date of shipment of goods; terms upon which sale was made; specifications of the size and types of shipment; and a group of miscellaneous detail. The codes laid down rules for one or more of the types of documents and required one or more of the types of detail to be incorporated in said documents. No code has been counted more than once under this subhead.

The other restriction under the second subhead related to entering into contracts which did not contain full specifications of the shipment; this was prohibited only if the contract contained no provision for the customer to supply specifications within a specified number of days.

Unitemized Billing

The codes classified here either required that invoices list all items sold together with the individual prices thereof, or prohibited sending invoices which were not so itemized indicating only a total sum.

DEPARTURES FROM CONTRACT

This section includes provisions which required members to enforce upon customers the performances required of the latter by the contract of sale.

Departure from Credit Terms of Contract

Included under the first subhead are codes which contained a blanket prohibition of permitting this practice in so many words; and also those codes which prohibited leniency to the customer with respect to specific contractual credit terms, such as cash discounts, periods of free credit, installment sales rules, etc. Classified under the second subhead are the codes which permitted such leniency only if extended to all customers equally.

Permitting Buyer's Cancellation or Repudiation of Contract

The provisions here related to the practice of permitting the buyer to withdraw from the contract entirely, whether before or after the seller has made shipment. The codes under the first subhead forbade allowing such action by the customer under any circumstances. Those under the second permitted withdrawal only upon condition that the customer paid an adequate consideration to cover the expenses incurred by the seller in preparing to carry out his contractual duties. The other restrictions, found in one or more codes, were as follows: must be reported to code authority; customer may cancel undelivered portion only after notification; may be permitted if done within specified number of days after shipment received; permitted only if done before goods shipped by seller; must be in writing; and reinstatement of cancelled order must be made at current prices only.

Settlement at Less Than Contract Value

Classified here are codes which prohibited the settlement of old accounts at less than full value, those which prohibited the permitting of improper deductions when buyer remits, and other prohibitions of allowing the customer to pay an amount less than that prescribed in the contract. The other restriction, found in the Iron and Steel Code, required the authorization of the code authority, subject to N.R.A. review, before old accounts could be settled at less than their full value.

Other Deviations from Terms or Conditions of Contract

Classified here is a group of miscellaneous restrictions on permitting buyer's departure from his contractual duties. The following practices were prohibited in one or more of the codes included here: substituting new contract for an old one with buyer at a lower price; extending contract for buyer's benefit; exceeding contract; making a collateral agreement with buyer not to enforce a part of contract on him; granting customer's request for a later delivery date than provided in contract; and making retroactive settlements or adjustments. The other restrictions, found in one or more codes, were as follows: retroactive settlements or adjustments prohibited only if discriminatory in effect, and the extension of contract permitted only when buyer is unable to pay.

STANDARDS

Product Standards

Included under this item are all provisions relating to the establishment of standards for the product itself, whether the product be physical goods or services. Owing to the great diversity of the provisions and their overlapping tendencies, a detailed breakdown into the different characteristics to which the standards relate is not feasible. The following general product characteristics were the subject of standards provisions in one or more codes: contents, ingredients, materials, quality, artificial ingredients, use of second hand materials, use of sub-standard goods, adulteration, preparation, performance, quantity, size, weight, measure, thickness, count, color, type, grade, sub-stand-

ard goods, and seconds.

The subhead "Specified" includes, in the first place, those codes which themselves set forth detailed standards for one of the characteristics enumerated above. In addition it includes codes which incorporated by reference existing standards drawn up by some special agency. Among the agencies so specified were: existing trade association, private standards agency, government agency (as Bureau of Standards or Department of Agriculture) or a combination of two of these. A few codes incorporated by reference the "customary standards" of the industry. A few codes similarly incorporated the standards of another industry or code.

The second sub-head includes enabling provisions empowering some agency to draw up and promulgate standards. This agency was generally the code authority or one of its sub-committees; a few codes provided that the "members of the industry" should constitute the agency. Usually their action was made subject to NRA approval. Provision was occasionally made for either governmental or consumer representation in the agency. Also, there was sometimes provision for cooperation with some specified government agency, private standards agency, or other industries or trade associations.

Packaging or Container Standards

These standards were intended to regulate and to secure uniformity in methods of packing and types of containers used. Again, in some cases the code contained detailed rules, and in others the code authority or some other agency was instructed to formulate standards and promulgate them.

A few codes contained standards provisions covering other matters, which do not fall into either of the items on the tabulation. These related to price, advertising, operation, processing methods, sanitary conditions of production, safety of product, and manner of labeling.

LABELING REQUIREMENTS

This section covers provisions containing positive labeling requirements, other than those relating to the use of NRA labels. It does not include the negative and blanket prohibitions of false labeling, which are covered by the section entitled "Misrepresentation and Deception" below. Generally the rules were set forth in detail in the code. In a few cases the code authority or members were empowered to establish labeling rules; part of these required NRA approval, or government and consumer cooperation. In several cases labeling requirements established elsewhere were incorporated by reference.

All Products as to Quality or Other Physical Properties or Characteristics

The various subjects for which labeling rules were prescribed in one or more codes, were as follows: quality, materials, ingredients, quality guarantee, size, weight, cubic content, capacity, process used,

type, performance, description, serial number, name, contents of package, date produced, and grade.

All Products as to Origin or Trademark

The codes included here required that the name of the producer of the product or his trademark be stamped on each product.

All Products as to Price

These provisions required that in some way the price of each product be attached thereto or be prominently displayed.

Certain Specified Classes of Products

The provisions included here pertained to mandatory or accurate labeling of one or more of the following types of substandard products: second, "sub-standard", defective, used, rebuilt, discontinued, obsolete, unstandardized, non-conformity with standards, imitation, or substitute. Also included here are provisions which required the labeling of samples as such.

SALES OF SUB-STANDARD, OBSOLETE OR USED GOODS

Under this item are classified provisions which restricted the sales of non-standard goods, other than those provisions which specifically supplemented a minimum price provision for standard products. For example, a provision requiring approval of the code authority for the selling of below cost of production has not been included here. Those which are included apply irrespective of the price at which the goods are sold. The sub-standard goods, the sale of which was regulated in one or more of the codes included here, were as follows: seconds, used goods, damaged goods, rebuilt or over-hauled goods, demonstrators, obsolete goods, surplus stock, discontinued lines, returned goods, scrap and "culled" goods.

The types of goods whose sale was prohibited in one or more codes were: seconds, damaged goods, rebuilt goods, demonstrators, obsolete goods and discontinued lines.

Some codes permitted the sale of certain of these goods during specified months of the year, or not until after a certain period of time had elapsed. The goods whose sale was so restricted in one or more codes were used goods, demonstrators, surplus stock, and discontinued lines. The third subhead includes codes which placed an upper limit on the amount of sales of certain types of sub-standard goods during a given period (expressed in terms of percentage of total sales during the period). This type of restriction was imposed in one or more codes upon sales of seconds, damaged goods, surplus stock, and discontinued lines. The fourth subhead includes codes which required authorization of the code authority before certain types of sub-standard goods might be sold. The fifth includes those which required merely that such sales be reported to the code authority.

The other restrictions found in one or more codes and applying to sales of one or more of the types of sub-standard goods were: prohi-

bited unless segregated (in billing, etc.) from sales of standard products; must be incorporated in written agreement; must not compete unfairly with sale of standard products; prohibited if such sales tend to lessen employment of labor; prohibited unless brands or serial numbers removed; prohibited if stability of industry is harmfully effected; and prohibited if goods diverted to other than certain specified uses.

PIRACY AND IMITATIONS

Piracy of Styles, Designs, Ideas, Sketches, etc.

The codes classified under this item restricted in some way the imitation, appropriation, or copying of one or more of the following things, as originated by a competitor: styles, designs, ideas, sketches, patterns, patents, copyrights, machines, effects, types, drawings, dummies, fabrics, advertising, prints, or lines. These items may be distinguished from those in the item below by the fact that the latter are marks of identification while these constitute an integral part of the product itself. The most common word used in the codes to cover the imitation involved was "piracy". There was scarcely any definition or clarification of what these terms embraced.

The first subhead includes codes which contained a blanket prohibition of such "piracy" under all circumstances. The second includes codes which prohibited it until the lapse of a specified period of time after the origination by a competitor. This period of time was generally not less than six months and went as high as five years in the Marking Devices Code.

The third subhead contains codes which provided a scheme for registering styles with some central agency and prohibited the use of competitors' styles when so registered. In about half of the codes, the code authority or some committee thereof were named as the central agency, while the other half specified either some existing private registration bureau or the U. S. Patent Office. In some instances registration was mandatory and members were required to register their own designs and styles before they themselves could use them. Generally the prohibition of the use of styles registered by competitors was limited only to a specified period after registration.

The fourth type of restriction required that the permission of the competitor who originated a style be secured before it might be imitated.

The other restrictions placed in one or more codes upon the activity under consideration here were: prohibited only when misleading; prohibited only if product sold below creator's published prices; prohibited only if used in product whose grade was inferior to that of competitor; producer's name must be clearly stamped on the product; and prohibited only if sold under reasonable cost.

Imitation of Trade Marks or Other Identification of Competitor

The codes classified under this item restricted in some way the imitation of one or more of the following means of competitors' identi-

fication: trade-marks, trade names, brands, slogans, labels, package designs, store fronts, catalogue forms, signs, illustrations, descriptive texts, lot numbers, product numbers, or "other identifying marks". The first two means cited were by far the most frequently mentioned. There was little definition or clarification as to what was included under each of these items.

The first subhead includes codes which prohibited all such imitation, generally in virtually so many words. The second contains those which provided for the registration of identifying marks with some central agency and prohibited imitation of any marks so registered. The third contains codes which required the consent of the competitor before an identifying mark originated by him might be copied.

COERCION, TRESPASS, AND INTERFERENCE

This section is composed of restrictions placed upon coercive practices involving violence or the use of a superior bargaining position to bring pressure to bear upon competitors or customers to force them to do certain things against their will; trespass or the invasion of legal rights of competitors or customers; and interference with a competitor's business or property in a way not contemplated in or necessitated by normal competitive relationships.

"Coercion".

The codes included here prohibited "coercion", using that very term and not elaborating its meaning to any extent. The Wholesale Automotive Code declared that "the practice of coercion.....is unfair competition". The Metal Tank Code prohibited "obtaining or endeavoring to obtain business by threats or coercion".

Contingent Sales

The codes included here contained restrictions upon the practice of selling customers upon the condition that they refrain from dealing in whole or in part with competitors of the seller. Most of the provisions related to the tying contract, either mentioning it by that name or restricting the compelling of buyers to purchase or lease one product in order to purchase or lease another. A few codes restricted concessions contingent upon the buyer's agreement not to deal with competitors; or refusing to sell to customers who also purchased from competitors. A few others were still more broad and restricted sales "contingent upon the same or purchase of any other thing, the performance of any other service, or any other contingency."

Aside from the codes which prohibited such arrangements, a few permitted the practice only if the agreement were in writing. The other restrictions were in codes which permitted the practice to a partial degree, but which placed definite limits upon the amount of products whose purchase might be made a prerequisite for purchasing other products. (Cf. Motion Picture Code, V,D, part 5)

Unwarranted Threats of Litigation

The provisions classified here were quite uniform and generally

followed this wording:

> "No member shall publish or circularize threats of suits for infringement of patents or trademarks or any other legal proceedings not in good faith with the tendency or effect of harassing competitors or intimidating their customers."

In many of the codes there was added to this provision that "failure to prosecute in due course shall be evidence that any such threat is unwarranted or unjustified."

Repudiation or Threats of Repudiation of Contract

The prohibitions of repudiating contracts were almost all uniform and read as follows:

> "No member shall repudiate a contract entered into in good faith when the purpose of such repudiation is to create for such member an unfair price advantage."

In some of the codes threats of repudiation were forbidden also.

The other restrictions include codes which prohibited cancellation of a contract unless a reasonable remuneration was paid to the customer, and some very detailed rules in the Distributors and Exhibitors section of the Motion Picture Code.

Urging Substitute Product

The provisions classified here occurred chiefly in the retail codes and most of them were worded as follows:

> "No retailer shall place obstacles in the way of the purchase of a product which a consumer orders by brand name by urging upon the consumer a substitute product in a manner which disparages the product ordered."

Violence or Threats of Violence

Included here are only those codes which prohibited violence or threats thereof in those exact words. No provision has been classified here solely through interpretation of its meaning. The code for the Motor Vehicle Storage and Parking Trade, for example, prohibited violence to person or property, threats of violence, conspiracies among several members to use or threaten violence, or combining or cooperating with non-members who use or threaten violence.

Intimidation or Threats of Intimidation

The textual discussion under "Violence or Threats of Violence" applies here. The codes containing the two provisions are practically identical. No definitions were given as to what constituted intimidation.

Espionage of Competitor

The provisions classified here were generally uniform as to terminology and read as follows:

> "No member shall secure confidential information concerning the business of a competitor by a false or misleading statement or representation, by a false impersonation of one in authority, by bribery, or by other unfair method."

In some cases "espionage" alone was prohibited, and three codes specifically prohibited espionage of the unopened bids submitted by competitors.

Enticement of Competitor's Employees

The wording of the provisions included here showed little uniformity but were all similar in meaning. The following provision is a typical one and illustrates the substance of these provisions:

> "No member shall entice away the employees of competitors with the purpose and effect of unduly hampering, injuring or embarrassing competitors in their business. This shall not prevent any employee from offering his services to a competitor or prevent any employer from employing an employee of another member when the initiative of such change of employment is taken by the employee."

Blacklisting

Included here are codes which prohibited participation in blacklists, generally without clarification of what was embraced by the term. In a few cases it was indicated as applying to an organized refusal to sell certain customers whose name was on a black list. This is the common conception, aside from its use in the field of labor. Perhaps, some of the codes not defining the term intended it to apply to the blacklisting of employees, but there is no evidence on this point, excepting that the provisions were in the trade practice section of the code.

Interference With Contracts or Contractual Relations

The wording of the provisions classified here showed no great uniformity, though the meanings were substantially the same. The following is a typical provision:

> "No member shall induce or attempt to induce the breach of an existing oral or written contract between a competitor and his customer or source of supply, or interfere with or obstruct the performance of any such contractual duties or services."

Some codes specifically prohibited the offering of a lower price to a customer to induce him to break his contract with a competitor. Others prohibited interference only if wilful. Unlike the example quoted

above, many codes referred only to contracts with customers and did not mention those with sources of supply. On the other hand, some added contracts with employers to the list.

Coercion to Force Revision in Filed Prices

About sixty of the provisions included here were part of the open price provision patterned after Office Memorandum No. 228 (Cf. textual discussion under Open Price Systems above). This provision read as follows:

> "No member shall... cause or attempt to cause any member to change his price terms by the use of intimidation, coercion, or any other influence inconsistent with the maintenance of the free and open market which is the purpose of this article to create."

The other codes included here also referred to the bringing of pressure to bear on members to change their published prices or terms.

Tampering with Competitor's Property

The usual provision classified here prohibited the maladjusting of or tampering with a competitor's products or machines in order to discredit him with customers or for any other purpose. In several of the codes mutilation or destruction of advertising were forbidden. The other restrictions included a limitation on destroying competitor's posters till they had been up a specified length of time, and a prohibition of attaching tags to competitor's empty and returnable containers without his consent.

Commercial Bribery

The commercial bribery provisions in all codes were standardized by Executive Order No. 6484, and all provisions not corresponding thereto were amended by the Order to read as follows:

> "No member of the industry shall give, permit to be given, or directly offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent, or representative of another in relation to the business of the employer or such employee, the principal of such agent or the represented party, without the knowledge of such employer, principal or party. Commercial bribery provisions shall not be construed to prohibit free and general distribution of articles commonly used for advertising except so far as such articles are actually used for commercial bribery as hereinabove defined."

Use of Competitor's Specifications, Services, Equipment, Advertising Materials, etc.

The codes classified here prohibited the use, generally adding "without consent", of one or more of the following types of competitor's property: containers if stamped or otherwise identified as competitor's, samples, various types of advertising material, design, specifications, drawings, equipment or services.

Removal of Manufacturer's Label

These prohibitions of removing, defacing, altering, mutilating, or destroying the label of a competitor on a product generally applied when the member was repairing a competitor's product. They also covered in some cases serial numbers, trade marks or other means of identification.

PURCHASE FROM CUSTOMER OR EXCHANGE OF OWN FOR COMPETITOR'S PRODUCTS

The practices against which these restrictions were directed were those of buying from a customer the products of a competitor which customer had in stock; or exchanging such products for member's own products. Aside from the codes prohibiting such acts, the Alloy Casting Code required that the price paid or allowance made by the member be not in excess of the actual value of the goods acquired.

MISREPRESENTATION AND DECEPTION

This main section includes various types of provisions, the common feature of which was the prohibition of deceptive or misleading statements or performance. The party who was regarded as being deceived by the forbidden practices was chiefly the customer. Certain of the provisions, however, seem directed against misleading practices the impact of which may have been entirely on fellow competitors. Finally, some of the provisions are aimed against practices which may have been used to evade or nullify certain other codal restrictions, the party deceived by such practices being the code authroity in its capacity of enforcement agency.

Misrepresentation of Any Kind

There are included under this single item two main types of provisions. The first of these was a blanket prohibition of "misrepresentation" without the addition of any explanatory or qualifying statements. Such a provision appeared in nineteen of the codes.

The other type, which appeared most frequently, prohibited misrepresentation of a wide number of specified things with the obvious intention of making the list all inclusive. The form of this provision was highly standardized and read as follows:

> "It shall be unfair competition for any member of the Industry to.....in any way misrepresent any commodity (including its use, trademark, grade, quality, quantity, origin, size,

substance, character, nature, finish, material content or preparation), credit terms, values, policies, services, or the nature or form of the business conducted."

Actually included under this heading were all provisions which prohibited misrepresentation of the six items enumerated in the quoted text and provisions which enumerated only five of them, omitting "the nature and form of the business conducted." About two-thirds of the codes containing this enumeration included this last item and about one-third omitted it.

Misrepresentation of Products

By far the most common type of provision included here were those which contained a prohibition of misrepresenting products, without, however adding the complete list of items contained in the text quoted in the sub-section above. There were in many cases, though, one or more items in addition, such as services, prices, or credit terms; these are noted separately on the chart. Again, no elaboration of the term "misrepresentation" itself was made.

Also included are those codes which prohibited the representation of obsolete, sub-standard, used, etc., goods as new, or the representation of new products as obsolete, sub-standard, used, etc. Although they did not, in many cases, directly relate the latter restriction to the minimum price provisions of the code, it is highly probable that this restriction was designed to prevent circumvention of the minimum price and price discrimination provisions. Such restrictions were placed in various codes on sales of the following: seconds, used goods, damaged goods, rebuilt or overhauled goods, demonstrators, obsolete goods and discontinued lines. Eight codes prohibited sales of used goods if deceptive or misleading.

Misrepresentation of Prices

Included here are all codes which prohibited the misrepresentation of prices, other than those which included such along with the four or five other items, as discussed under the first item in this section. Again, the word "misrepresentation" was not elaborated.

The few codes which contained prohibitions of "false price statements" are included here.

Misrepresentation of or Deceptive Credit Terms

Classified here are all codes containing a prohibition of misrepresentation of credit terms, other than those which included that along with the four or five other items, as discussed under the first item in this section. Most of the codes included here, however, prohibited "deceptive" or "misleading" credit terms.

Misrepresentation of Services, Form of Business, Affiliations, Marketing Conditions, or Origin

Included here is a miscellaneous group of prohibitions of misrepresentation. The code generally applied only to one of the five

items under this heading. This again excludes those codes which included one of these items along with four or five others, as discussed under the first sub-heading in this section. About half the codes included here related to misrepresentation of services.

Misdated or Otherwise False or Deceptive Offers, Orders, Agreements, etc.

Classified under this heading are provisions which prohibited a wide variety of deceptive practices. The feature common to all was that they related to inaccuracy in the various documents which recorded the different steps of a transaction. No definite statement can be made of intent, but it is probable that a substantial share of these provisions was inserted for the purpose of preventing evasion of other code provisions through inaccurate records. The parties thus protected were more probably competitors and the code authority, than the customer.

The prohibition of false invoices or billing was numerically the most important item included here appearing as it did in 380 codes. The actual wording took various forms but the word "false" generally was used. A typical form was as follows:

> "It is an unfair trade practice to withhold from or insert in any invoice facts which make such invoice a false or misleading record, wholly or in part, of the transaction represented on the face thereof."

While this was the most standard form, other versions also were used; these were expressed in terms of deceptive billing, misleading billing, and other expressions with similar meaning. One common form which did not include the word "false" was as follows:

> "It is an unfair trade practice to withhold from or insert in any statement that makes it inaccurate in any material particular."

The word "knowingly" was sometimes inserted before "to withhold." Still another type prohibited "the making of any false invoice with the intent or effect of misleading any interested party."

The second most frequent provision appearing in 139 codes included here was the prohibition of false offers or quotations. Often the restriction on invoices and quotations appeared in the same provision. Seven codes prohibited "deceptive" offers.

False or misleading contracts or agreements were prohibited in 32 codes. False or deceptive receipts were prohibited in 11 codes. False orders were forbidden by 15 and deceptive appraisals by two codes.

One particular type of falsification was singled out by many codes and specifically prohibited. This was the practice of misdating documents. Presumably the objection to this practice resulted from the fact that it made possible evasion of some other code provision. For example, the pre-dating of a document might enable a seller to give a customer the advantage of an earlier price which had subsequently been

raised, or of earlier terms which had subsequently been made less favorable. The post-dating of a document might have the effect of allowing more liberal credit terms than the code permitted. Whatever the purpose may have been, however, 112 codes prohibited misdated, pre-dated or post-dated invoices. This is not to be confused with prohibitions of "delayed billing" which related to the practice of not drawing up and sending the invoice until a period of time had elapsed.

In addition, 35 codes prohibited mis-dated contracts, 17 prohibited mis-dated offers or quotations, 10 prohibited mis-dated receipts, and 8 prohibited mis-dated orders.

Inaccurate or Deceptive Advertising

Practically all of the provisions included here followed a well standardized form, which read as follows:

> "No member of the industry shall use or publish advertising (whether printed, radio, display or of any other nature) which is misleading or inaccurate in any material particular."

Another version found in some codes was:

> "No member shall make, cause, or permit to be made or published any false, untrue, or deceptive statement by way of advertising or otherwise concerning any grade, quality, substance, character, origin or preparation of any product of the industry."

Still another type was:

> "No member shall use advertising methods which have the capacity or tendency to deceive or mislead the customer or prospective customer."

Included in the totals, also, are a few codes which prohibited deceptive display of goods.

Deceptive Labeling, Branding, Marking or Packing

A great majority of the provisions included here followed the highly standardized form, which follows:

> "No member of the industry shall brand or mark or pack any goods in any manner which is intended to or does deceive or mislead purchasers with respect to the brand, grade, quality, quantity, origin, size, substance, character, nature, finish, material content, or preparation of such goods."

In quite a number of codes, the word "falsely" was added following the word, "shall." There were some other variations in form and terminology but the meaning was the same and numerically they were unimportant.

Deceptive Selling Methods

The provisions included here prohibited deceptive selling methods virtually in so many words. That is, there have not been included here prohibitions of various specific practices which might have been regarded as "deceptive selling methods." The most common wording was as follows:

> "No member of the industry shall use selling methods which tend to deceive or mislead a customer or prospective customer."

Another version was

> "No member shall offer for sale any product of the industry by any false means or device which tends to mislead or deceive purchasers, competitors, or others."

Lotteries

The provisions relating to lotteries generally followed the standard form which follows:

> "No member of the industry shall offer or give prizes, premiums, or gifts, in connection with the sale of products, or as an inducement thereto, by any scheme which involves lottery, misrepresentation, or fraud."

The code for the Retail Trade contained a special version (amendment #3), as follows:

> "No retailer shall sell or offer for sale any merchandise upon a condition which involves a lottery, gamble, or element of chance, similar to what is known as a 'Suit Club Plan,' provided, however that this section shall not apply to non-profit organizations not definitely constituted to carry on retail trade."

The Radio Broadcasting Code prohibited the granting by members of permission to clients to broadcast lottery plans.

Inaccurate or Persistent Underselling Claims

Three types of provisions are included here. The first type, which includes the greater number of codes listed, may be illustrated by the code for the Retail Trade, which read as follows:

> "No retailer shall use advertising which inaccurately lays claim to a policy or continuing practice of generally underselling competitors."

The second type differed from the first, only in the fact that "inaccurately" was omitted; some of these provisions otherwise read identically with the one quoted, while others had the same meaning. For example,

the code for the Paper Distributing Trade contained the provision that "No member of the Trade shall guarantee to sell below the price of a competitor."

The third type, the prohibition of "uniform price offers", was found only in the codes for the Retail Drug and Retail Jewelry Trades (in U.S. and Hawaii) and applied to fixed price offers not contingent upon value rendered, such as a continuing offer to supply prescriptions or certain jewelry service at a fixed price, irrespective of the cost involved in performance or the quantity requested.

Defamation of or Inaccurate Reference to Competitor

The provisions classified here followed almost exactly one of the two following provisions. The one most frequently used was as follows:

> "No member shall defame a competitor by falsely imputing to him dishonorable business conduct, inability to perform contracts, questionable credit standing, or by other false representations regarding his business conduct, or by the false disparagement of the grade or quality of his goods."

The other well standardized form was:

> "No member shall use advertising or other representation which refers inaccurately in any material particular to any competitor or his commodities, prices, values, credit terms, policies, or service."

Two other versions found in some of the codes were:

> "No member shall willfully or maliciously defame a competitor or disparage a competitor's products, policies, equipment, or personnel."

> "No member shall make false or deceptive statements regarding the business or business conduct of a competitor."

SHIPPING OR PERFORMING AT VARIANCE FROM CONTRACT OR REPRESENTATION

This item relates to a group of varied provisions, the common feature of which was that, in some way, they restricted deviations by the industry member in actual performance from what he agreed to do in the contract or in a preceding offer. There was no standard terminology. Also, two contrasting purposes were involved which cannot be separated out in many of the provisions. One chief purpose was to protect the customer against performance which failed to come up to the contract. The other was to protect competitors against performance which exceeded the contract and thereby became similar to the furnishing of free goods. Some provisions can be readily classified under one of these two practices; others cannot because they prohibit only deviation from the contract without specifying whether more or less.

Accordingly, the first sub-head under this item includes those provisions which prohibited deviations of any sort. A few examples may be given:

> "No member shall use or substitute any material differing in quality from that specified by the purchaser" (Silverware Mfg.);
>
> "No member shall ship or deliver gloves which do not materially conform to the samples submitted, or which do not conform to the representations made prior to securing the order" (Cotton Cloth Glove Mfg.);
>
> "No member shall allow a shipment or sale of goods which are in any way of better or poorer quality, weight, gauge or appearance than is represented" (Rubber Flooring Division of Rubber Mfg.)."

Some of the provisions stress the consent of the purchaser and thus appear to be aimed at misrepresentation only:

> "No member shall use or substitute any material differing in quality, design, weight, or construction from that specified by the purchaser or representations made by the manufacturer prior to securing the order without the consent of the purchaser to such substitutions" (Medium and Low Priced Jewelry Mfg.)."

Finally, another version runs in terms of deception,

> "No member of the industry shall ship or deliver merchandise or supplies with the intent to deceive the purchaser, which do not conform to the samples submitted or representations made prior to securing the order therefor." (Funeral Service).

Another group of codes prohibited substitution of inferior goods or performance which did not come up to the contractual agreement or previous representations. The purpose in these cases was obviously to protect the customer against inadequate performance.

The third sub-head under this item includes provisions which prohibited only the <u>exceeding</u> by the industry member of his contractual duty. Thus, they were quite similar to restriction on free goods and combination offers. Generally, the provisions read in terms of substituting a superior quality of goods or shipping a greater quantity of goods than called for in the agreement. It was either expressly stated or implied in most of the provisions that the prohibition applied only when an adequate charge was not made for the increased value rendered; it was not the mere act of substitution that was objected to but the failure to obtain compensation for it.

The prohibition of false measures applied to the giving of short weights, short counts, or the use of deceptive containers where the effect was to deceive the customer as to the quantity he received. Eleven of the codes cited on the chart are the Fishery codes, whose provision read as follows: "No member shall use slack weights or slack measures, or overweights or overmeasures."

The final sub-head, "Other Restrictions" includes a miscellaneous group of restrictions on substitution which are not classified elsewhere. One type permitted slight variances from the contractual requirement and set up the maximum tolerance therefor. Another type prohibited substitution only when discriminatory. Another prohibited it unless the nature of the substitution was clearly indicated.

DISCRIMINATION IN PRICES, TERMS, SERVICES AND/OR PRIVILEGES

Classified here are all discrimination clauses which related to one or more of the four items enumerated in the title. Prohibition of discrimination in other matters, as for example discriminatory advertising allowances (see above), are classified under the individual practice specified. These four items are the ones for which discrimination was most frequently prohibited. No code has been counted more than once under any given sub-head though it may have related to two or moreof the four items. The sub-heads correspond quite closely to the exact wording of the provisions and little further explanation was given. Many provisions contained two or more clauses such as "buyers of the same quantity and of the same class"; these have been counted separately under the relevant subheads. Included here are codes which prohibited both discrimination unqualifiedly and secret discrimination only.

The terminology of these discrimination provisions was fairly uniform aside from the two variables of the subject matter of discrimination and the kind of buyers among whom discrimination was restricted. This terminology was as follows:

.. "No member of the industry shall offer or extend to any buyer any special (price, terms, service,privilege)not extended to all buyers (all buyers, of same class, of same quantity, etc.)"

CUSTOMER CLASSIFICATION

List of Customer Classes

The codes classified here enumerated at some point a list of classes of customers in the industry, but did not define them or provide for a classification of specific customers into these classes. Such a list might be as follows: jobbers, distributors, wholesalers, retailers, and large consumers. In some cases it is doubtful if the list had anything to do with the differentials to be granted to different classes. At the other extreme are the codes which made it mandatory for members to observe the listed classes in classifying their own customers and in drawing up price differentials for the different classes. Somewhere between these two extremes are most of the codes whose exact purpose in listing classes of customers cannot be ascertained from the code itself.

Definition of Customer Classes

The codes included here contained in some form only lists of customers, but also provided for definitions or explanations of the characteristics of the members of each class.

Under the first subhead are codes which set forth some kind of a definition. As under the item above, these definitions varied all the way from those which obviously were not originally intended to make mandatory the classification, to those whose use was expressly mandatory in determining into what class any given customer fell. All are included together here for the reasons that the increasing degree of compulsion was by too fine gradations and at the same time too indefinite to make a further breakdown feasible; and because, even those obviously designed for another purpose originally, may in practice have influenced classifications for pricing purposes. Some typical definitions were as follows: A jobber is one who buys directly from the manufacturer, maintains a sales organization, and has an exclusive selling arrangement for a brand of product for which he assumes sole responsibility for sales in a given territory. A wholesaler is one who buys from a jobber, maintains a warehouse and stock of goods, and does not sell to the ultimate consumer. A retailer is one who sells solely to the consumer and not for purposes of resale in any form. As pointed out above, these may have been expressly stated to be for some purpose other than determining recipients of trade differentials, may have been expressly suggestive only, may have been mandatory, or may have contained no mention of their intended use.

The second subhead applies to codes which empowered the code authority subsequently to draw up definitions of the characteristics of the different classes of customers. Some of these provided that the use of these definitions would be mandatory, while the others do not discuss that point.

The third subhead includes codes which were patterned after Office Memorandum No.267, which was issued on July 20, 1934. The text of this follows:

> "The Code Authority shall cause to be formulated and keep current a classification of all types of customers of the industry. Such classification shall be subject to the disapproval of the Administrator and shall contain: (a) A complete list of all of the classes of customers of the industry, including a class to cover every known type of customer; and (b) definitions or descriptions of the several classes in terms of functions performed, or in other appropriate terms such as purchasers of defined quantities."

> "After submission to the Administrator, if there is no disapproval or request for suspension of action within twenty (20) days, full information concerning the classification shall be made available to all members of the industry. No one shall be intimidation, coercion, or other undue influence cause or attempt to cause the inclusion of any customer from any class of customers, or the exclusion of any

class of customers from the classification, or the use of uniform or stipulated prices, discount, or differentials and each member of the industry may at all times classify his own customers in accordance with his own judgment."

Classification of Specific Customers

The first subhead includes those codes which empowered the code authority to classify the customers of the industry into their proper classes. Thereafter this classification was mandatory, aside from the right of appeal; and in quoting prices or trade discounts to particular customers, the member was bound by the class into which the code authority had put them. In most of the codes the power of approval or disapproval of the classifications established was specifically given to NRA. In a few of the codes this classification applied only to certain classes, such as to jobbers or distributors. In three codes, as a preliminary to classification by the code authority, the members were required to submit a list of their customers with their existing classification. The code authority was then to compile the lists so submitted, to revise certain classifications, and then to promulgate a uniform classification which the members were required to follow thereafter.

Under the second sub-head are those codes which required the submission to the code authority by each member of a classified list of his customers.

Sales to Specified Classes of Customers

These codes prohibited industry members from selling to certain classes of customers--brokers in one case, contractors in another, retailers in another, etc.

Sales to Other Than Specified Classes of Customers

These codes enumerated the selling channels a member might use and forbade selling through other channels-- as for example sales were to be made only through brokers or wholesalers.

SALES TO DELINQUENT ACCOUNTS

The first sub-head includes codes which prohibit sales customers whose accounts were past due more than a specified number of days, such as 45 or 90.

The other restrictions on sales to delinquent accounts, found in one or more codes, were as follows: must be reported to the code authority; allowing of cash discounts on cash sales prohibited as long as there is a past due balance; or delinquent accounts themselves must be reported to code authority.

TRADE DIFFERENTIALS AND QUANTITY DISCOUNTS

Trade Differentials

"Trade differentials", as used here, includes the spreads between the prices given to different classes of customers; the discounts off the "list" price to the consumer given other classes; or simply the actual prices at which sales to the different classes of customers are made. The term "trade discounts" is often used to apply to the same thing. Trade discounts, unlike quantity discounts, are not direct functions of the size of the purchase but rather are based upon the type of purchaser--whether he is a jobber, broker, wholesaler, distributor, retailer, consumer, government, national corporation, etc.

The first subhead includes codes which prohibited "trade discounts" in so many words. The second includes those which contained a blanket mandate against the giving of a lower price or a large discount to a customer, than those to which his classification entitled him. The third subhead includes codes which specified the maximum or exact percentage discounts that might be given off of list price to the various classes of customers in the industry.

The other restrictions, found in one or more codes, were as follows: code authority, with administrative approval to prescribe maximum trade differentials; code authority may review and modify trade differentials established and filed by members; must not be discriminatory; must be adequate as between specified classes; must be reported to code authority; and extension prohibited to buying pools composed of customers who, as individual buyers, would not be entitled to such discounts.

Quantity Discounts

Quantity discounts as used here are discounts granted buyers based upon the volume purchased.

Under the first subhead are codes in which "volume" or quantity discounts were prohibited entirely. The second subhead contains codes which required that the discounts be computed on the basis of sales to one firm only; and which prohibited their granting on the basis of the total order of a pool of buyers, whereby each buyer would receive the advantage of the larger discount extended to the pool. Some of the codes under this subhead worded the restriction to read as a prohibition of a pool car sales below L.C.L. prices. The third subhead contains codes which prohibited the granting of discounts based on a large order when only a part of the order was actually shipped and taken by the buyer. The fourth contains codes which prohibited basing the discount on the cumulated total of a series of shipments, requiring that each discount given be based on the quantity of each single shipment only.

Under the fifth subhead are codes which required that the discounts be not excessive or unreasonable in amount. The sixth includes those codes which prescribed either the maximum or exact percentage rate of discount which might be given. These took the form of

schedules of rates to be applied to different specified quantities. For example, the schedule of the Wood Cased Lead Pencil Manufacturing Code was as follows:

2,500	pencils	- 5%
5,000	"	- 8%
10,000	"	-20%
25,000	"	-28%
50,000	"	-35-1/3%
100,000	"	-40%

The other restrictions, found in one or more codes, were as follows: prohibited if discriminatory; prohibited if retroactive; must be based on purchases of one product only and not total for several types of products; must be based on purchases during not more than a specified period of time; must be set forth in written agreement; approval of code authority required; code authority to prescribe maximum rates of discount; code authority may review and modify rates established by members, must be reported to code authority; prohibited if misleading; must be based upon and reasonably measure a substantial difference in the quantities purchased; multiple carload discount not to be greater than single carload discount; must be based upon actual differences in cost; and minimum quantities specified upon which it is permissible to grant discounts.

SELLING DIRECTLY IN COMPETITION WITH RETAILER OR OTHER TRADE FACTOR

Twenty-four of the codes prohibiting this practice were the basic code for the Wholesaling and Distributing Trade and its supplementary codes. The provision effective in all of these codes was as follows:

> "It shall be an unfair trade practice for wholesalers who secure a substantial portion of their business from members of the retail trade to enter into competition with retailers by selling merchandise at wholesale prices to ultimate consumers for personal use or to sell to civic, institutional, and/or similar types of wholesale customers, merchandise for the personal use of employees of such customers."

The Cigar Manufacturing code laid down detailed rules as governing direct selling, while in the Automatic Sprinkler code the authorization of the code authority was required for such sales.

ADHERENCE TO SELLER'S CODE BY CUSTOMER

Sales to Customers Not Adhering to All Or Specified Provisions of Seller's Code

The provisions included here may be broken down into four main types, accordingly as they prohibited selling to customers who failed to adhere to (1) seller's published resale prices, (2) certain price provisions of code, (3) certain other specific provisions of code, or (4) all provisions of code. The first type constituted the typical

"resale price maintenance" arrangement. The second type prohibited sales to customers who violated certain specified provisions of the code, which were actually minimum price provisions. The third type prohibited selling to customers who were not adhering to specified provisions of the code other than price provisions; such provisions included restrictions on product guarantees, accepting return of merchandise, giving of samples, etc. The fourth type prohibited selling to customers who were not adhering to all provisions of the sellers' code and frequently applied to contractors.

Contracts with Customers Requiring Adherence to All or Specified Provisions of Sellers' Code

This kind of provision differed from the one above in that, in order to obtain the customer's adherence the seller was required to secure the customer's written and binding promise of adherence before selling to him. The provisions included here may be broken down into three types, accordingly as contracts with customers were required for the following: (1) adherence to seller's published resale prices, (2) adherence to specific provisions of the code other than price provisions, or (3) all provisions of the code.

Sales at Other Than Manufacturer's Published Price or Not in Adherence with Other Specified Provisions of Seller's Code

Five codes for distributing trades prohibited their members from selling below the resale prices published by the manufacturer from whom they purchased the product. The other codes required that members adhere to certain specific provisions of the code of the industry from which they purchased, such as terms of sale or guarantee policy.

DEALINGS WITH AGENTS, BROKERS OR OTHER CONTROLLED SALES REPRESENTATIVES

The provisions classified in this section regulated the relationships between members and their controlled sales representatives. The latter are to be distinguished from "customers" who are independent and buy outright. Regulations of agents, brokers, affiliates, and salesmen have been included here; and other regulations when the context of the provision indicated that the party involved was "controlled" by the seller and was not an independent buyer.

Definition of Agents, Brokers, or Other Controlled Sales Representatives

The codes included here defined one or more of the types of parties under consideration, either along with definitions of certain classes of customers or separately. In most cases, it was "agent" or "broker" which was defined.

List of Agents, Brokers, or Other Controlled Sales Representatives

These codes required the filing by members with the code authority of the names of certain types or all of their controlled sales representatives. In a few cases there was specific provision

for the code authority to distribute these names to all other members.

Sales Through Agents, Brokers, or Other Controlled Sales Representatives

The first group of codes here contained detailed rules covering the principal-agent relationship.

The codes under the second subhead may be broken down into four types, accordingly as they prohibited sales to controlled sales representatives not adhering to (1) principal's published prices; (2) specific minimum price provision of principal's code; (3) specific provision other than relating to price in principal's code; or (4) all provisions of principal's code.

Contracts with Agents, Brokers, or Other Controlled Sales Representatives

The codes under the first subhead required that members, before dealing with controlled sales representatives, secure binding agreements from them requiring them to (1) observe principal's published prices; (2) file their own selling prices with principal's code authority; (3) observe a specified non-price provision of the principal's code; or (4) observe all provisions of principal's code.

The other provisions relating to contracts with controlled sales representatives, in one or more codes, were: mandatory to have such a contract; must be approved by code authority; or must be reported to code authority.

Commissions or Fees to Agents, Brokers, or Other Controlled Sales Representatives

The provisions here regulated the compensation paid to controlled sales representatives. Those under the first subhead prohibited the payment of certain types of compensation, such as brokerage; or paying salesmen upon a commission basis. Those under the second subhead prescribed a maximum or specific percentage rate that might be allowed for fees, commissions, or brokerage. The other restrictions in one or more codes, were as follows: prohibited if excessive; must be set forth in written agreement; and must be reported to code authority.

Dealing with Other Than Bona Fide Agents, Brokers, or Other Controlled Sales Representatives

The first subhead includes codes which required members to deal only with controlled sales representatives with whom a formal agreement had been made; and codes which sought to ban dealings with "roving" commission salesmen who had no direct connection with the seller and turning in orders only sporadically. The other restrictions prohibited such dealings if secret, or required that such arrangement be reported to the code authority.

RESTRICTIONS ON CODE MEMBERS AS PURCHASERS

The provisions in this section regulated the relations between the code members and the parties from whom they purchased raw materials

or merchandise.

Repudiation of Buying Agreement

The provisions classified here appeared in the Fishery Codes and were uniform in terminology. They read as follows:

> "No member shall refuse without lawful reason to accept and pay for, at the price agreed upon, fresh fish and/or fresh shellfish purchased from fishing vessels, officers of fishing vessels, crews of fishing vessels, or owners and/or operators of fishing equipment."

Deferring Payment for Products Purchased

The provisions included here also appeared in the Fishery codes. The California Sardine Canning code prohibited delaying settlement with fishermen. The codes under the second subhead required that payment be made on delviery or "in no event shall the agreement of sale provide for payment later than 10 days after the delivery".

Failure to Furnish Written Acknowledgment of Purchase

These provisions found in the Fishery codes required members to furnish to fishermen " a written acknowledgment of purchase containing all information necessary to a complete understanding of the transaction, including price, quantity, and terms of payment".

Other Restrictions on Code Members as Purchasers

Classified under this item are miscellaneous types of restrictions, appearing in one or more codes, which regulated members' relations with parties from whom they bought. They were as follows: "incomplete" purchase contracts prohibited; certain details specified (as prices, quantity, etc.) which must be incorporated in purchase contracts; offers to buy at a given price must include an expiration date; no buying contracts shall be entered into in which the price is not definitely fixed; delivery of purchases shall not be accepted before the opening of a specified season; members not to buy goods under an arrangement whereby price is fixed more than certain period of time thereafter; payment for goods purchased must be in money or its equivalent; payment in other than money or equivalent shall not be excessive in amount; members shall not subsidize sellers or agents of sellers from whom they purchase; general contractors forbidden to give rebates to sub-contractors; members shall not bear transportation costs on goods purchases; members shall not accept concessions from sellers; concessions accepted from sellers must be provided for in written agreement; no inaccurate representations as to competing sellers' prices or other matters shall be made to sellers; purchase of goods produced in violation of game laws prohibted; and buying from code violators prohibited.

RENTING OR LEASING INDUSTRY PRODUCTS

The practice regulated by the provisions herein classified was

that of renting or leasing industry products instead of selling them outright. The codes containing such provisions are largely equipment and machinery codes. The restrictions applied to the specific and actual products of the industry and not simply to supplementary equipment necessary for use of industry products. Under the first subhead are codes which prohibited all loans or leases of industry products. Under the second are codes which permitted sub-leasing but required that the charge made cover the cost involved to the member. The other restrictions, appearing in one or more codes, were: prohibited only if discriminatory; may be rented for only a specified period of time; must be set forth in written contract; and must be reported to code authority.

CONTRACTING OUT OF WORK

The provisions classified here are those which regulated the contracting out of work when the contractor was an independent firm and an employer, and when the relationship between the member and contractor was that of two independent parties. Excluded are provisions which regulated contracting out of work to individuals - homework - where the relationship was more an employer-employee one; these are regarded as more essentially labor than trade practice provisions.

Aside from the codes forbidding entirely the contracting out of work, a number of codes, mostly in the garment trades, provided detailed rules to be followed in such contracting. Some of the more important required that work should be equitably distributed among the various contractors; contractor must adhere to labor provisions of member's code; contracting for manufacturing in penal institutions prohibited; contractors must be registered with code authority; and payment for contracting to be large enough to allow contractor to pay code wages plus reasonable overhead.

WORKING ON MATERIALS FURNISHED BY OTHERS

These provisions regulated the processing by members of materials furnished to them by customers, the title to which never passed to the member; Those codes which prohibited such practices presumably intended to maintain the independent-manufacturer position of industry members and to prevent them from becoming simply contractors with no control over the marketing of the finished product. The other restrictions, classified under the second sub-head and appearing in one or more codes, included: charge made therefore must cover all costs; charge made must be established price of finished product less market cost of materials furnished; member prohibited from assuming liabilities dependent upon quality of material furnished; and customer must bill member for material the latter then including this cost in his own bill to the customer.

BIDDING AND AWARDING

The provisions classified in this section regulated in some way practices involved when sales were made through the medium of sealed bids filed with and opened simultaneously by an awarding authority. While appearing most fewquently in the Construction Codes, they occurred in codes for other industries where the sealed-bid method of awarding contracts was used. The first eight items regulate the practices of bidders; the last eleven regulate the practices of awarding authorities.

Bid Peddling

The practice of bid peddling was defined in the basic Construction Code, as follows:

> "Bid peddling in effect means the offering by the bidder prior to the making of an award of a substitute bid or price lower than the one originally bid without a commensurate decrease in the requirements of the job."

Classified hereunder are codes which prohibited "bid peddling" in so many words, those which prohibited the "making of alternative offers", and all codes which in wording of one sort or another required the original offer to be the final offer so long as specifications were unchanged or when all bids were not rejected by the awarding authority.

Making Alternative Offers Unless All Bidders Have Some Privilege

The codes classified here required that the first bid be the final bid unless the privilege of substituting a new bid were allowed to all competing bidders. A few of the codes included prohibited the submitting of two or more bids at the same tiie (based on the use of different grades of materials) between which the awarding authority could take its choice, unless all competing bidders were allowed the same privilege.

Submission of Contractor's Bid Before Closing Date and of Sub-Contractor's Bids to Contractor Within 24 Hours Before Closing Date.

The first type of restriction included here was that which specifically prohibited bidders from submitting their initial bid after the closing date established by the awarding authority, or required them to have their bids in before said closing date.

The second type of provision classified here applied uniformly to the basic Construction Code and all of its supplements. This required subcontractors to deliver their bids to the general contractor at least 24 hours prior to the time set for the receipt of the bid of the general contractor by the awarding authority. It provided that bids received after such time should not be opened.

Bidding on Other Than Requirements of Specifications.

The general purpose of the provisions classified here was to compel bidders to adhere to announced specifications in computing and

submitting their bids. Included are provisions which prohibited: (1) submitting bids on specifications other than those prescribed by the awarding authority; (2) changing specifications in computing the bid; (3) underestimating quantities of material required in formulating bid; (4) making inadequate specifications when bids are called for projects as a whole, without specifications being set forth; and (5) bidding at a price other than that announced by awarding authority, when the price is fixed and competition is intended to be based on quality and quantity rendered.

The other restriction prohibited secret changes in specifications and the submitting of bids before the detailed plans or specifications had been announced by the awarding authority.

Collusion With Competitors

All but three of the codes included here came under the Construction code, which prohibited "collusion between the different bidders in the preparation of any bid." The other three codes also related to collusion with competitors in preparing sealed bids.

Collusion with Awarding Authority

The first sub-head includes (with but one exception Construction Code) which prohibited collusion by bidders with the awarding authority. The second sub-head prohibits activity by members directed to the end of having all bids rejected by the awarding authority, whether by collusion with awarding authority, with competing bidders, or by individual activity.

Filing of Sealed Bids

The codes classified hereunder provided for the establishment of a bid depository with which duplicate and sealed copies of all bids would be filed concurrently with the mailing of the bid to the awarding authority. The first sub-head includes codes which prescribed detailed rules for the establishment and operation of such depositaries. Respecting the nature of the depositary, six of the codes named the code authority; ten, an "impartial agency" to be named by the code authority; two, the "estimating bureau"; and three, some other agency. With regard to the kind of information required to be filed, four codes included a notification of intent to bid on any given project; all but one required the filing of an exact duplicate bid with all its details; one permitted filing of the lump sum only; and two specified that itemized quantities of materials involved must also be filed. Eleven codes required that the bids be filed before the closing date fixed by the awarding authority, only one requiring such filing after the closing date; the remainder were silent upon this point. Fifteen prohibited the opening of bids by the depositary until a specified number of hours after closing date (generally 24); three permitted such opening upon receipt of filed bids; and the remainder contained no provision dealing with the subject.

The second sub-head contains the codes which required that copies of all bids filed be sent to all bidders participating - after the closing date of the awarding authority. The third contains codes which required that the filed bids be open only to the inspection of other bidders after the closing date. Only one of the codes provided for dissemination of the filed information before the awarding authority's closing date.

The fourth sub-head contains codes which empowered the code authority to investigate bids filed, upon the complaint of a member. This provision was generally read as follows:

> "Upon the request of a bidder, the Code Authority or a regional or local administrative committee appointed by it shall appoint a committee of review composed of not more than three qualified bidders, who are not bidders on the job, which committee shall be empowered and directed to investigate any bid to determine whether any provisions of this code have been violated in such bid. In the event such committee shall find any such violation, their findings therein, together with a summary of the facts upon which they are based shall be reported to the local administrative committee or the code authority for such action as may be appropriate."

Under the last sub-head are codes which did not specify detailed rules therefor but empowered the code authority to establish a procedure for checking bids, whether through bid filing or through other acceptable methods.

Failure to Disclose Subcontractors on Request of Awarding Authority

The basic Construction Code, provided that:

> "Before making an award the awarding authority may require an bidder to name the subcontractors whom such bidder intends to employ for the various divisions of the work bid upon."

The remaining items of this section cover provisions restricting the activity of the awarding authority rather than of the bidders.

Bid Shopping

The codes classified here prohibited "bid shopping", using the identical term. Bid shopping was defined by the basic Construction Code as efforts on the part of the awarding authority to induce a bidder, prior to the making of the award, to lower his original bid price without a commensurate decrease in the requirements of the job.

Considering Alternate Proposals

The basic Construction Code, of which all codes included here were a part, provided that:

"Only a limited number of alternate proposals shall be required in connection with any bid, and no alternate proposal of a bidder shall be considered by the awarding authority, unless the privilege of alternate proposals is extended to all bidders."

Awarding at Other than Bidder's Original Price

The basic Construction Code, which applies to all but one of the codes classified here, provided that:

"An award if made shall be made at the bidder's original bid price. It is recognized that competition based solely on price is sometimes unfair and accordingly the awarding authority may make an award to a competitive bidder other than the lowest bidder provided the award is made at such competitor's original bid price."

Accepting Rebates Not Included in Original Bid

The basic Construction Code, of which all codes classified here were a part, prohibited the awarding authority's accepting of rebates, refunds, discounts, or other special allowances or services from a bidder unless included by the bidder in his original bid.

Furnishing Inadequate Specifications or Other Deceptive Conditions of Bidding

The basic Construction Code, which applies to 22 of the codes classified here, read as follows:

"The awarding authority shall make available uniformly to all bidders, plans and/or specifications or other requisite information which shall be sufficiently complete to enable each bidder to prepare a definite bid in accordance with the regulations herein provided for."

Three of the codes included here required the awarding authority to establish conditions of bidding which were not misleading or deceptive.

Inviting Bids from Unreliable Bidders, Inviting Unnecessary Number of Bids and Accepting Uninvited Bids

The basic Construction Codes, of which all the codes classified here were a part, contained the following three provisions:

"The awarding authority shall not invite bids from a bidder unless such bidder shall have demonstrated to the satisfaction of the awarding authority that he is competent technically and financially to perform the work, and the ability of the bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency."

"Since it is recognized that the preparation of a bid is a ser-

vice involving an expense to the bidder and that the inviting of an unreasonable number of bids is an economic waste, the awarding authority shall not invite an unnecessary number of bids."

"Bids received after (closing date) or from uninvited bidders shall be returned unopened."

Acceptance of Possibly Erroneous Bid Without Proof by Bidder

The basic Construction Code, of which all the codes classified here were a part, provided that:

"The awarding authority shall not use any bid which is so unduly low as to indicate an error or mistake in estimating without first giving the bidder the opportunity of demonstrating by cost sheets or other methods the correctness of the bid that he has submitted."

Time of Accepting Bids

Classified here are several types of provisions regulating the time element in the acceptance or rejection by the awarding authority of bids submitted to it. The following two provisions appeared in the basic Construction Code and applied to all codes supplementary thereto:

"The awarding authority shall designate a specific hour and place for receiving competitive bids. Bids received after such time shall be returned unopened."

"The awarding authority shall make an award or reject all bids for the principal contract with the owner within twenty days after the stipulated time for the receiving of bids except where an extension of the time has been requested from the bidders and has been consented to by two or more bidders. In the case of bids conditioned upon the award of a previous contract, each succeeding awarding authority shall make an award or reject all bids within thirty days after the award of such previous contract except as to such bidder as shall agree to an extension of time."

One code outside of the construction group prohibited the extension of time for acceptance of bids.

Rejecting Bids and Calling for New Bids

The basic Construction Code, of which all codes classified here were a part, read as follows:

"The right to reject any or all bids may be reserved by the awarding authority and such rejection shall be made in writing. Where all bids are rejected, bids shall not be again invited or submitted for the mere purpose of obtaining a lower or revised price or prices for substantially the same work previous

to the elapse of ninety days from the date of such rejection, except there be a substantial change in the plans and/or specifications, or except there be evidence of collusion, or except there be such a marked difference between the bids submitted and the awarding authority's estimate as to the valuation of the work as would indicate to the awarding authority and his code authority the necessity of new bids in order to secure fair competition."

Revealing Any Bid to Competitor

The basic Construction Code, of which all but two of the codes classified here were a part, prohibited the awarding authority, at any time prior to the specified time for receipt of bids, from conveying to any bidder information relating to the price or terms of any other bid in order to influence the price or terms of such bidder. The provisions in the other two codes were similar in meaning.

Collusion with Bidders

The basic Construction Code, of which all codes classified here were a part, prohibited "collusion between the awarding authority and any bidder."

PART III

ANALYSIS OF TRADE PRACTICE PROVISIONS IN A SELECTED GROUP OF CODES

This third part of the study of Trade Practice Provisions in Codes of Fair Competition consists of a series of five tabulations which present in detail the trade practice restrictions found in a selected number of basic codes, and their supplements and divisions which contained trade practice provisions additional to or superseding those of the basic code:

I. Trade Practice Restrictions - Distribution and Service Trades
   - No. 201. Wholesale or Distributing Trade and its 22 supplements of which supplements Nos.15 and 22 each had two divisions
   - No. 60. Retail Trade and its 1 division and 3 supplements
   - No. 101. Cleaning and Dyeing Trade

II. Trade Practice Restrictions - Textile and Apparel Manufacturing Industries
   - No. 1. Cotton Textile Industry and its 2 divisions and 1 supplement which had 9 divisions
   - No. 474. Needlework Industry in Puerto Rico...ons
   - No. 118. Cotton Garment Industry and its 11 divisions
   - No. 44. Boot and Shoe Industry

III. Trade Practice Restrictions - Graphic Arts Industries
   - No. 287. Graphic Arts Industries and its 17 divisions of which 287A4 has 2 divisions and 287E13 has 7 divisions

IV. Trade Practice Restrictions - Construction Industries
   - No. 244. ConstructionIndustry and its 21 supplements of which supplement No. 1. has 2 divisions

V. Trade Practice Restrictions - Miscellaneous Group
   - No. 11. Iron and Steel Industry and its 1 consolidation
   - No. 123. Structural Clay Products
   - No. 24. Bituminous Coal Industry
   - No. 9. Lumber and Timber Products Industries
   - No. 275. Chemical Manufacturing Industry and its 3 supplements
   - No. 120. Paper and Pulp Industry
   - No. 174. Rubber Tire Manufacturing Industry
   - No. 467. Cigar Manufacturing Industry

V. Trade Practice Restrictions (Continued)

No. 4. Electrical Manufacturing Industry and its 3 supplements
No. 145. Furniture Manufacturing Industry
No. 278. Trucking
No. 47. Bankers
No. 124. Motion Pictures and 5 divisions

Twenty-two basic codes were selected, one from each of the twenty-two industry groups, from the list of seventy-one coded industries employing 50,000 or more persons each. Together with their supplements and divisions, these twenty-two basic codes cover 137 sets of trade practice provisions. The bases used in the selection of these codes for detailed analysis were as follows: (1) As mentioned above, one code was selected from each of the twenty-two industry groupings. (2) A wide variation in the size of the industries included was obtained. Thus, although the basic codes were taken from the list of codes covering 50,000 or more employees each, many of the supplements and divisions of these basic codes cover a far fewer number ranging as low as 800 in the Kalamein Industry, one of the Construction Group. (3) The group selected was made representative from the standpoint of date of code approval. Thus the code for the Cotton Textile Industry was approved July 9, 1933, whereas the Code for the Cork Insulation Contractors Industry was approved on April 1, 1935.

At the top of each of the tabulations which follow are the names of the basic codes and their supplements and divisions which contained one or more trade practice provisions supplementary to or superseding those of the basic codes. Along the left margin of each tabulation are listed the trade practice which were regulated by one or more of the codes, supplements or divisions indicated on the tabulation. These trade practices are for the most part classified and arranged according to the system used in connection with the summary tabulation presented in Part II above.

As contrasted with the summary tabulation of Part II where only principal trade practice restrictions were individually set forth, the tabulations which follow specifically include all trade practice restrictions. (*)

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* Except those provisions which, although supplementary to or otherwise affecting trade practice restrictions, did not themselves represent restrictions. See Appendix I - II.

The kinds of restriction placed by codes on trade practices are indicated on the tabulations through the use of the symbols which follow:

P - Prohibited
C - Prohibited if free; adequate charge must be made; or cost must be recovered
D - Prohibited if discriminatory

Trade Practice Restrictions (Continued)

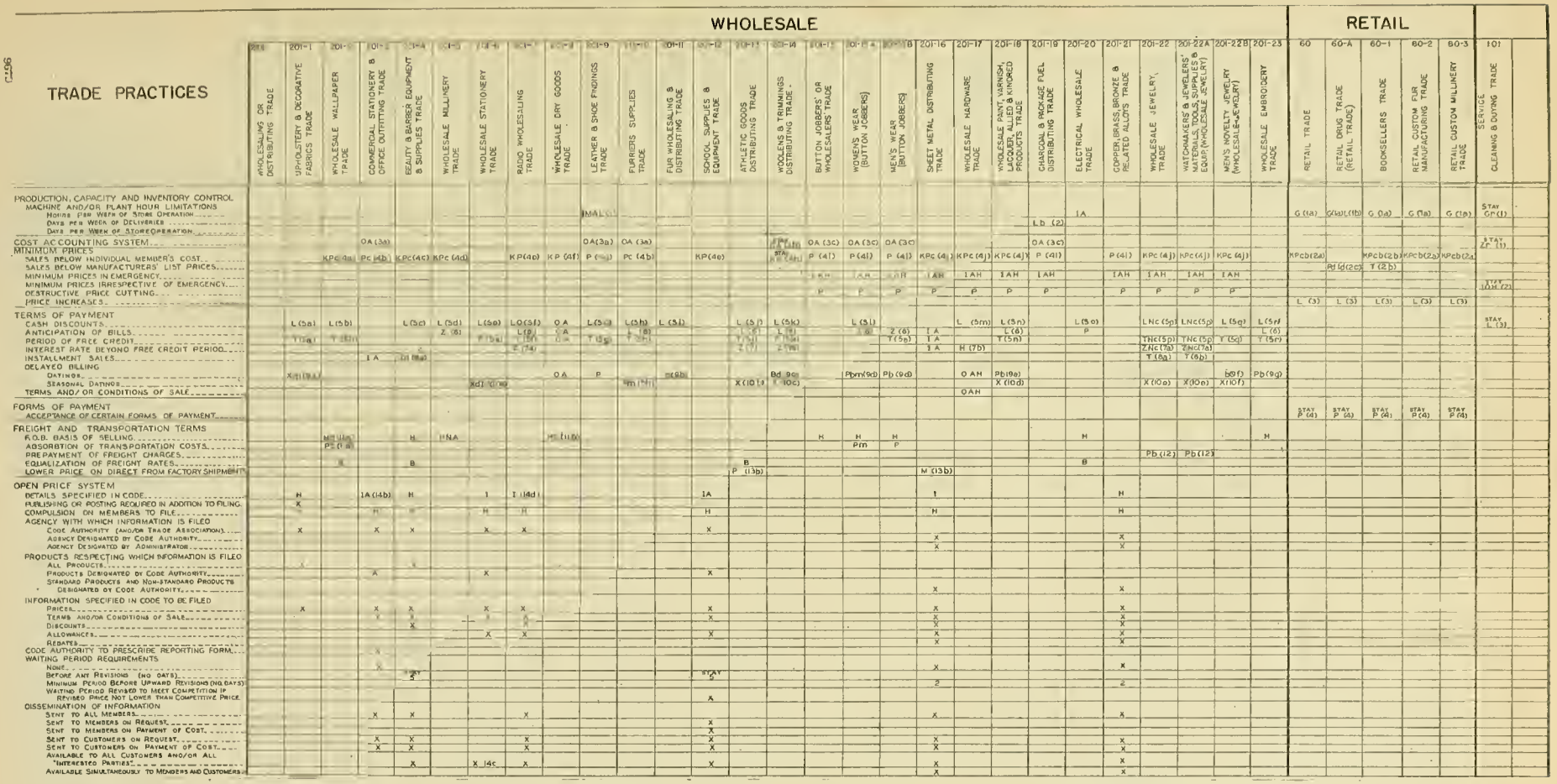
E - Prohibited if excessive; or prohibited if at more than market value
J - Prohibited unless consent of competitor or customer is obtained
M - Prohibited if misleading or deceptive
S - Prohibited if secret
L - Maximum limits on amount, rate or value specified
G - Minimum limit on amount, rate or value specified
Z - Exact amount, rate or value specified
T - Time limitation; duration specified
W - Must be set forth in writing; or contract required
H - Mandatory; or required
B - Permitted
Y - Recommended
X - Code Specified; or code contains
K - Code defined term
V - Incorporated by reference
R - Must be reported to Code Authority or other Administrative Agency
F - Must be filed in accordance with a manner of open price provision
I - Code Authority may establish (rules governing)
O - Code Authority to establish (rules governing)
Note: The encircling of a symbol means that the restriction referred to was established by the Code Authority pursuant to an enabling provision
N - Code Authority may grant exception; subject to approval of Code Authority; on permission of Code Authority
A - Administrative approval required; subject to Administrative approval; Administrator to take action
Q - Subject to Administrative review and/or disapproval
b - Exception permitted
c - Exception permitted to meet competition
d - Certain products only; or certain product excepted
m - Certain customers only; or certain customers excepted
n - Certain territories only
r - Certain member only; or certain members excepted

The accompanying footnotes (references by figures in parenthesis appearing in the tabulation present detail which cannot be indicated by symbols, and elaborate where symbolization does not adequately describe the restrictions. It should be noted in this connection that precise and certain use of the symbols was not possible in many cases because it was not always possible to determine the intent of the code provisions. For example, the decision as to the use of an "I" or an "O" was frequently made in an arbitrary manner because the code was not clear as to whether the Code Authority was by duty required to take certain actions or was merely empowered to do so.

The footnotes are classified according to the basic codes. That is, all footnotes pertaining to supplements and divisions of a basic code will be found under the title of the basic code of which the supplements and divisions are a part. In order to facilitate reference,

Trade Practice Restrictions (Continued)

each group of footnotes is captioned by the name of the trade practice to which they refer. The footnore arrangement is the same as the arrangement of the trade practices used in the tabulations.



P- PROHIBITED.
C- PROHIBITED IF FREE, ADEQUATE CHARGE MUST BE MADE, COST MUST BE RECOVERED
D- PROHIBITED IF DISCRIMINATORY
E- PROHIBITED IF EXCESSIVE, PROHIBITED IF AT MORE THAN MARKET VALUE
J- PROHIBITED UNLESS CONSENT OF COMPETITOR OR CUSTOMER IS OBTAINED
M- PROHIBITED IF MISLEADING OR DECEPTIVE.
S- PROHIBITED IF SECRET.
L- MAXIMUM LIMIT ON AMOUNT, RATE OR VALUE SPECIFIED.
G- MINIMUM LIMIT ON AMOUNT, RATE OR VALUE SPECIFIED
Z- EXACT AMOUNT, RATE OR VALUE SPECIFIED.
T- TIME LIMITATION; DURATION SPECIFIED.
W- MUST BE SET FORTH IN WRITING; CONTRACT REQUIRED.
H- MANDATORY; REQUIRED.

B- PERMITTED.
Y- RECOMMENDED.
X- CODE SPECIFIED. CODE CONTAINS.
K- CODE DEFINED TERM
V- INCORPORATED BY REFERENCE.
R- MUST BE REPORTED TO CODE AUTHORITY OR OTHER ADMINISTRATIVE AGENCY.
F- MUST BE FILED IN ACCORDANCE WITH A MANNER OF OPEN PRICE PROVISION.
I- CODE AUTHORITY MAY ESTABLISH (RULES GOVERNING).
O- CODE AUTHORITY TO ESTABLISH (RULES GOVERNING)
NOTE:- THE ENCIRCLING OF A SYMBOL MEANS THAT THE RESTRICTION REFERRED TO WAS ESTABLISHED BY THE CODE AUTHORITY PURSUANT TO ENABLING PROVISION
N- CODE AUTHORITY MAY GRANT EXCEPTION; SUBJECT TO APPROVAL OF CODE AUTHORITY; ON PERMISSION OF CODE AUTHORITY.
A- ADMINISTRATIVE APPROVAL REQUIRED; SUBJECT TO ADMINISTRATIVE APPROVAL; ADMINISTRATOR TO TAKE ACTION

Q- SUBJECT TO ADMINISTRATIVE REVIEW AND/OR DISAPPROVAL
b- EXCEPTION PERMITTED.
c- EXCEPTION PERMITTED TO MEET COMPETITION
d- CERTAIN PRODUCTS ONLY; CERTAIN PRODUCTS EXCEPTED.
m- CERTAIN CUSTOMERS ONLY, CERTAIN CUSTOMERS EXCEPTED
n- CERTAIN TERRITORIES ONLY.
p- CERTAIN MEMBERS ONLY; CERTAIN MEMBERS EXCEPTED.

NOTE - THE NUMBERS AND LETTERS IN PARENTHESES REFER TO FOOTNOTES WHICH FURTHER EXPLAIN AND ELABORATE ON THE NATURE OF THE TRADE PRACTICE RESTRICTION

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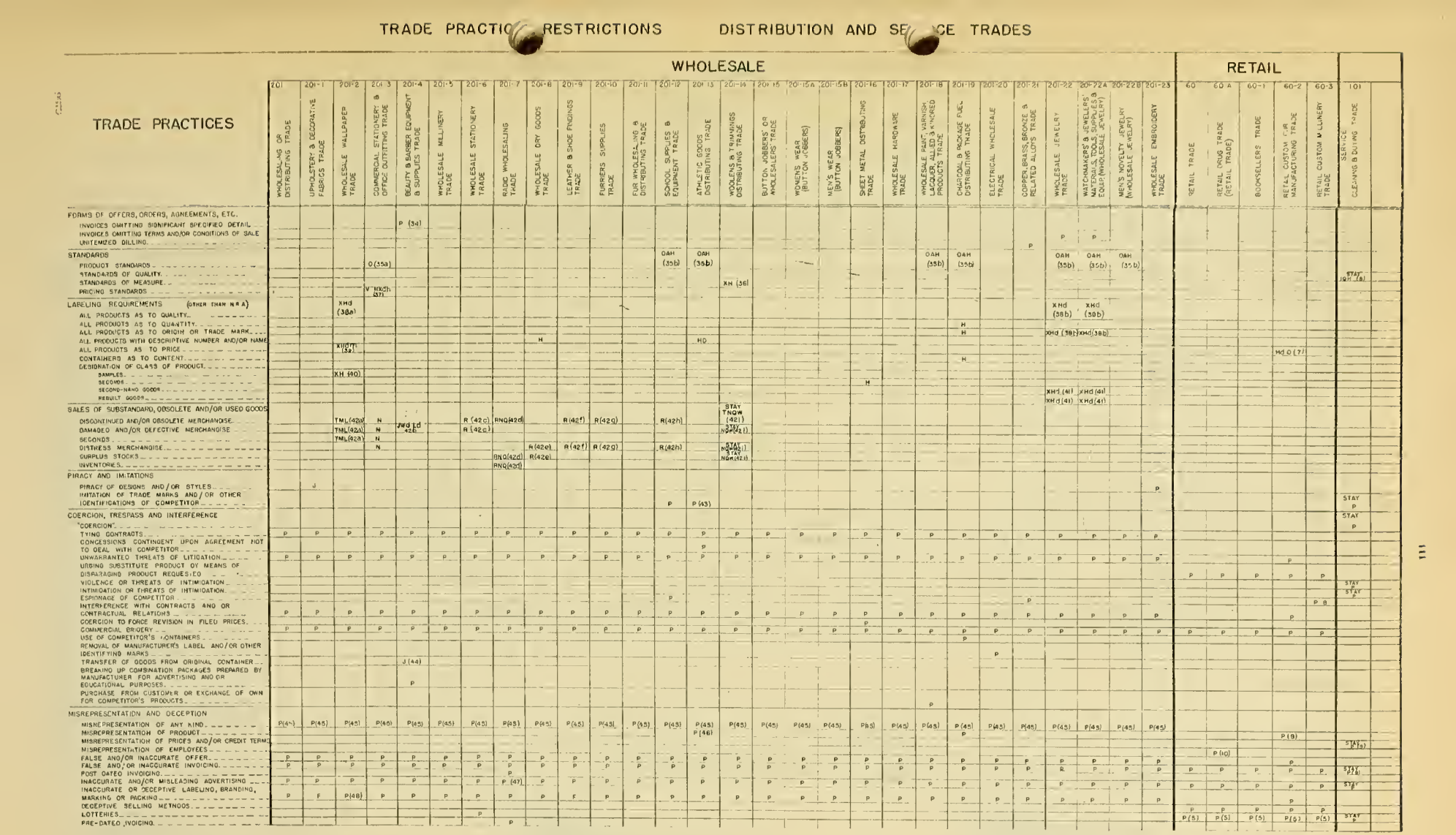
TRADE PRACTICE RESTRICTIONS ... TRADE

TRADE PRACTICES	WHOLESALE																												RETAIL					SERVICE	
	201 Wholesaling or Distributing Trade	Upholstery & Decorative Fabrics Trade	201-2 Wholesale [illegible] Trade	201-3 Commercial Stationery & Office Outfitting Trade	201-4 Beauty & Barber Equipment & Supplies Trade	201-5 Wholesale Millinery Trade	201-6 Wholesale Stationery Trade	201-7 Radio Wholesaling Trade	201-8 Wholesale Dry Goods Trade	201-9 Leather & Shoe Findings Trade	201-10 Furriers Supplies Trade	201-11 Fur Wholesaling & Distributing Trade	201-12 School Supplies & Equipment Trade	201-13 Athletic Goods Distributing Trade	201-14 Woolens & Trimmings Distributing Trade	201-15 Button Jobbers' or Wholesalers' Trade	201-15A Womens Wear (Button Jobbers)	201-15B Men's Wear (Button Jobbers)	201-16 Sheet Metal Distributing Trade	Wholesale Hardware Trade	201-18 Wholesale Paint, Varnish, Lacquer, Allied & Kindred Products Trade	201-19 Charcoal & Package Fuel Distributing Trade	201-20 Electrical Wholesale Trade	Copper, Brass, Bronze & Related Alloys Trade	Wholesale Jewelry Trade	Watchmakers & Jewelers Materials, Tools, Supplies & Equip. (Wholesale Jewelry)	Men's Novelty Jewelry (Wholesale Jewelry)	201-23 Wholesale Embroidery Trade	60 Retail Trade	60-A Retail Drug Trade (Retail Trade)	Booksellers Trade	60-2 Retail Custom Fur Manufacturing Trade	60-3 Retail Custom Millinery Trade	Cleaning & Dyeing Trade	
(Open price system continued)																																			
Filed and effective prices																																			
Must sell at filed prices		X		X	X								X						X					X											
May not sell at lower prices and/or on more favorable terms							X																												
May meet lowest filed prices					X			X																											
May sell special goods below																																			
Exception permitted		X(14a)																																	
Abandonment of system							A						A																						
Price guarantees and other offers of price protection																																			
Guarantees against price decline				PD																	Pb (15)			P											
Guarantees against price advance				PD																															
Rebates																																		STAY	
Rebates	S	S	S	S	S	S	S	S	D	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						SM (4)	
Refunds	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S						STAY	
Commissions	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S									STAY	
Credits	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S								
(Unearned) discounts	S	P (16)	S	S	S	S	S	S	S	S	S	S	S	S	S-Pm	S	S	S	S	S	S	S	S	S	S	S	S							STAY	
Bonuses		P						P	D																										
Subsidies								P																											
Allowances																																			
"Allowances"	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E							
Advertising allowances								LWR(17a)	D								PLM (17b)	P							PbM (17c) P	PbM (17c) P	bN 17c								
Freight allowances			Lm(11a)	L (18)					D																										
Trade in allowances				IA	Bm OA																														
Sales promotion allowances								DL (19)															P												
Storage allowances									D																										
Rendering financial assistance to buyers																																			
Purchasing from buyer																								E											
Paying customer's personal expenses									P																										
Subsidizing and/or financing buyers								P	D																										
Patronizing publication in which buyer is interested														PN 20																					
Conditional sales																																			
Sale on consignment or memorandum		PN			KPN (24a)	P			KPN			STAY PN P		KPN	PN	KPNA	KPNA	KPNA		KPb(21b)	PN		KPNb(21b)	KPN	KPN	KPN	KPN	PN(21c)							
[illegible] with customer																									KPN	KPN	KPN								
[illegible] guaranteed or repurchase agreements; sale on trial or approval												STAY (22a)		T (22b)	P										KTCN(22c)	KTN (22c)	KTN (22c)								
[illegible] maintenance guarantees																					F														
[illegible] in excess of manufacturers' warranties														P																				STAY u (5)	
[illegible]																																			
[illegible]		C-NC (30)															T (23b)	T (23)																	
[illegible]						P					T(24a)	PNg Tr 24b									JC(24c)	TC(24d)		CN	Pb (24e)	Pb (24e)	LRNb(24f)								
[illegible] return of damaged and/or defective merchandise					TR (25a)																				T (25b)	T (25b)	T (25b)								
[illegible]					TR (12a)										Pd (25c)										T (25d)	T (25d)									
[illegible]														P (26)																					
Rendering additional or special services								P																											
[illegible]														C																					
[illegible]				C 27																			C (27)												
[illegible]			C (28a)					C (28b)																					CM (5)	CM (5)	CM (5)	CM (5)	CM (5)		
[illegible]			Pb (28c)																						P	P									
[illegible]													P	P									P	P											
[illegible] sale													P																						
[illegible]							M		D				O	Mm (29)																					
[illegible]														Mm (29)	Pm																				
[illegible]							M	P					O																						
[illegible]							M						O	Pm (30Am) (30)															CM (5)	CM (5)	CM (5)	CM (5)	CM (5)	T(5)	
[illegible]		L-T(31a)	CETR. SIDY									P P			L (31c) P		Cb (31d)	Cb (31d)									LT (31e)								
[illegible]																										E (33)									

[illegible]
[illegible] Adequate charge must be made; cost must be [illegible]
L - Prohibited if discriminatory
E - Prohibited if excessive, prohibited if at more than [illegible] value
[illegible] consent of competitor or customer is obtained
M - Prohibited if [illegible] or deceptive
S - Prohibited if secret
[illegible] Maximum limit on amount, rate or value specified
[illegible] Minimum limit on amount, rate or value specified
Z - Exact amount [illegible] or value specified
[illegible] Time limitation [illegible] specified
W - Must [illegible]
H - May [illegible]

B - Prohibited
Y - Recommended
A - Code specified, code contains
K - Code defined term
V - Incorporated by reference
R - Must be reported to code authority [illegible] administrative [illegible]
F - Must be filed in accordance with a master of open price provision
I - Code authority may establish (rules governing)
O - Code authority to establish (rules governing)
NOTE - The encircling of a symbol means that the restriction referred to was established by the code authority pursuant to enabling provision
N - Code authority may grant exception subject to approval of code authority [illegible]
A - Administrative approval required [illegible] administrative approval [illegible]

a - Subject to administrative review and/or disapproval
b - Exception permitted
c - Exception permitted to meet competition
d - Certain products only, certain products except
m - Certain customers only, certain customers except
n - Certain territories only
r - Certain members only, certain members except
NOTE - The numbers and letters in parentheses [illegible] on the [illegible] of the trade practice.



P– Prohibited.
C– Prohibited if Free. Adequate Change Must Be Made; Cost Must Be Recovered
D– Prohibited if Discriminatory
E– Prohibited if Excessive. Prohibited if at More than Market Value
J– Prohibited Unless Consent of Competitor or Customer is Obtained
M– Prohibited if Misleading or Deceptive
S– Prohibited if Secret
L– Maximum Limit on Amount, Rate or Value Specified
Q– Minimum Limit on Amount, Rate or Value Specified
Z– Exact Amount, Rate or Value Specified.
T– Time Limitation; Duration Specified
W– Must Be Set Forth in Writing; Contract Required.
H– Mandatory; Required.

B– Permitted.
Y– Recommended.
X– Code Specified; Code Contains.
K– Code Defined Term
V– Incorporated by Reference.
R– Must Be Reported to Code Authority or Other Administrative Agency.
F– Must Be Filed in Accordance with a Manner of Open Price Provision
I– Code Authority May Establish (Rules Governing).
O– Code Authority To Establish (Rules Governing)
NOTE – The encircling of a symbol means that the restriction referred to was established by the Code Authority pursuant to Enabling Provision
N– Code Authority May Grant Exception; Subject to Approval of Code Authority; On Permission of Code Authority.
A– Administrative Approval Required. Subject to Administrative Approval, Administrator to Take Action

Q– Subject to Administrative Review and/or Disapproval
b– Exception Permitted
c– Exception Permitted to Meet Competition
d– Certain Products Only; Certain Products Excepted
m– Certain Customers Only; Certain Customers Excepted.
n– Certain Territories Only.
r– Certain Members Only; Certain Members Excepted

NOTE:– The numbers and letters in parentheses refer to footnotes which further explain and elaborate on the nature of the Trade Practice Restriction

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TRADE PRACTICE RESTRICTIONS — DISTRIBUTION AND SERVICE TRADES

TRADE PRACTICES	WHOLESALE																										RETAIL						
	201 WHOLESALING OR DISTRIBUTING TRADE	201-1 UPHOLSTERY & DECORATIVE FABRICS TRADE	201-2 WHOLESALE WALLPAPER TRADE	201-3 COMMERCIAL STATIONERY & OFFICE OUTFITTING TRADE	201-4 BEAUTY & BARBER EQUIPMENT & SUPPLIES TRADE	201-5 WHOLESALE MILLINERY TRADE	201-6 WHOLESALE STATIONERY TRADE	201-7 RADIO WHOLESALING TRADE	201-8 WHOLESALE DRY GOODS TRADE	201-9 LEATHER & SHOE FINDINGS TRADE	201-10 FURRIERS SUPPLIES TRADE	201-11 FUR WHOLESALING & DISTRIBUTING TRADE	201-12 SCHOOL SUPPLIES & EQUIPMENT TRADE	201-13 ATHLETIC GOODS DISTRIBUTING TRADE	201-14 WOOLENS & TRIMMINGS DISTRIBUTING TRADE	201-15 BUTTON JOBBERS' OR WHOLESALERS TRADE	201-15A WOMEN'S WEAR (BUTTON JOBBERS)	201-15B MEN'S WEAR (BUTTON JOBBERS)	201-16 SHEET METAL DISTRIBUTING TRADE	201-17 WHOLESALE HARDWARE TRADE	201-18 WHOLESALE PAINT, VARNISH, LACQUER, ALLIED & KINDRED PRODUCTS TRADE	201-19 CHARCOAL & PACKAGE FUEL DISTRIBUTING TRADE	201-20 ELECTRICAL WHOLESALE TRADE	201-21 COPPER, BRASS, BRONZE & RELATED ALLOYS TRADE	201-22 WHOLESALE JEWELRY TRADE	201-22A WATCHMAKERS & JEWELERS' MATERIALS, TOOLS, SUPPLIES & EQUIP. (WHOLESALE JEWELRY)	201-22B MEN'S NOVELTY JEWELRY (WHOLESALE JEWELRY)	201-23 WHOLESALE EMBROIDERY TRADE	60 RETAIL TRADE	60-A RETAIL DRUG TRADE (RETAIL TRADE)	60-1 BOOKSELLERS TRADE	60-2 RETAIL CUSTOM FUR MANUFACTURING TRADE	60-3 RETAIL CUSTOM MILLINERY TRADE	101 SERVICE CLEANING & DUYING TRADE	
(MISREPRESENTATION AND DECEPTION CONTINUED)																																	
INACCURATE AND OR PERSISTENT UNDERSELLING CLAIMS																											P	P	P	P	P	STAY P	
DEFAMATION OF OR INACCURATE REFERENCE TO COMPETITOR	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	STAY P	
SHIPPING OR PERFORMING AT VARIANCE FROM CONTRACT OR REPRESENTATION													P								P		P					J					
SUBSTITUTION OF HIGHER QUALITY AND/OR GREATER QUANTITY OF GOODS									CO																								
FICTICIOUS PRICING											P															O							
FAILURE TO POST INSURANCE INFORMATION DISCLAIMING LEGAL RESPONSIBILITY																																STAY P	
UNIFORM PRICE OFFER																																STAY P	
DISCRIMINATION																												Pd (1)					
DISCRIMINATION BETWEEN CUSTOMERS OF SAME CLASS AS TO PRICES AND/OR TERMS														P							Pm (49)											
DISCRIMINATION BETWEEN BUYERS "SIMILARLY SITUATED" AS TO PRICES AND/OR TERMS		P						P																								
DISCRIMINATION BETWEEN PURCHASERS OF SAME QUANTITY AS TO PRICES AND/OR TERMS														P	Pm																	
DISCRIMINATION BETWEEN PURCHASERS OF SAME GRADE OR QUALITY AS TO PRICES AND/OR TERMS														P																		
DISCRIMINATION BETWEEN ANY CUSTOMERS AS TO SERVICES AND/OR PRIVILEGES																																STAY S	
DISCRIMINATION BETWEEN CUSTOMERS OF SAME CLASS AS TO SERVICES AND/OR PRIVILEGES	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S							
CUSTOMER CLASSIFICATION																																	
LIST OF CUSTOMER CLASSES			X	X			X		X	X	X	X		X			X				X	X	X	X	X	X	X	X	X				
DEFINITION OF CUSTOMER CLASSES										X					X																		
SALES TO OTHER THAN SPECIFIED CLASSES OF CUSTOMERS						Pd (50)																											
EXTENSION OF CREDIT TO DELINQUENT ACCOUNTS					KPd (51)																												
TRADE DIFFERENTIALS AND QUANTITY DISCOUNTS																																	
TRADE DIFFERENTIALS	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH							
QUANTITY DISCOUNTS		Zd (52)																															
QUANTITY DISCOUNTS ON POOLED ORDERS							P						P											P	P								
QUANTITY DISCOUNTS BASED ON MORE THAN ONE SHIPMENT																								P									
SPECIAL DISCOUNTSON MAIL ORDERS							P																										
SELLING DIRECTLY IN COMPETITION WITH RETAILER OR OTHER TRADE FACTER																																	
SELLING DIRECTLY IN COMPETITION WITH RETAILERS	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)	P (53)							
SELLING DIRECTLY IN COMPETITION WITH MANUFACTURERS									Pc (54)				Pc (54)																				
ADHERANCE TO SELLER'S CODE BY CUSTOMERS																																	
SALES TO PARTIES VIOLATING AGREEMENTS					P (55)																												
DEALINGS WITH AGENTS, BROKERS AND OR OTHER CONTROLLED SALES REPRESENTATIVES																																STAY	
DEALING WITH OTHER THAN BONA FIDE CONTROLLED SALES REPRESENTATIVES																																P (10)	
PAYMENT OF COMMISSIONS OR FEES TO OTHER THAN BONA FIDE CONTROLLED SALES REPRESENTATIVES																																STAY P	
RESTRICTIONS ON CODE MEMBERS AS PURCHASERS																																	
ABSORBING MANUFACTURER'S SALES PROMOTION COSTS																																	
BIDDING AND AWARDING																																	
BIDDING																																	
FAKE, FICTITIOUS OR BLIND BIDS													KP																				
BIDDING WHEN QUANTITIES NOT INCLUDED IN SPECIFICATIONS													P																				
CONNIVANCE TO HAVE ALL BIDS REJECTED													P																				

P- PROHIBITED.
C- PROHIBITED IF FREE, ADEQUATE CHARGE MUST BE MADE, COST MUST BE RECOVERED
D- PROHIBITED IF DISCRIMINATORY
E- PROHIBITED IF EXCESSIVE, PROHIBITED IF AT MORE THAN MARKET VALUE
J- PROHIBITED UNLESS CONSENT OF COMPETITOR OR CUSTOMER IS OBTAINED
M- PROHIBITED IF MISLEADING OR DECEPTIVE.
S- PROHIBITED IF SECRET
L- MAXIMUM LIMIT ON AMOUNT, RATE OR VALUE SPECIFIED.
Q- MINIMUM LIMIT ON AMOUNT, RATE OR VALUE SPECIFIED
Z- EXACT AMOUNT, RATE OR VALUE SPECIFIED.
T- TIME LIMITATION; DURATION SPECIFIED.
W- MUST BE SET FORTH IN WRITING; CONTRACT REQUIRED.
H- MANDATORY; REQUIRED

B- PERMITTED.
Y- RECOMMENDED.
X- CODE SPECIFIED; CODE CONTAINS.
K- CODE DEFINES TERM.
V- INCORPORATED BY REFERENCE.
R- MUST BE REPORTED TO CODE AUTHORITY OR OTHER ADMINISTRATIVE AGENCY.
F- MUST BE FILED IN ACCORDANCE WITH A MANNER OF OPEN PRICE PROVISION.
I- CODE AUTHORITY MAY ESTABLISH (RULES GOVERNING).
O- CODE AUTHORITY TO ESTABLISH (RULES GOVERNING).
NOTE - THE ENCIRCLING OF A SYMBOL MEANS THAT THE RESTRICTION REFERRED TO WAS ESTABLISHED BY THE CODE AUTHORITY PURSUANT TO ENABLING PROVISION.
N- CODE AUTHORITY MAY GRANT EXCEPTION; SUBJECT TO APPROVAL OF CODE AUTHORITY; ON PERMISSION OF CODE AUTHORITY.
A- ADMINISTRATIVE APPROVAL REQUIRED; SUBJECT TO ADMINISTRATIVE APPROVAL; ADMINISTRATOR TO TAKE ACTION

Q- SUBJECT TO ADMINISTRATIVE REVIEW AND/OR DISAPPROVAL.
b- EXCEPTION PERMITTED.
c- EXCEPTION PERMITTED TO MEET COMPETITION
d- CERTAIN PRODUCTS ONLY; CERTAIN PRODUCTS EXCEPTED.
m- CERTAIN CUSTOMERS ONLY; CERTAIN CUSTOMERS EXCEPTED.
n- CERTAIN TERRITORIES ONLY.
p- CERTAIN MEMBERS ONLY; CERTAIN MEMBERS EXCEPTED

NOTE- THE NUMBERS AND LETTERS IN PARENTHESES REFER TO FOOTNOTES WHICH FURTHER EXPLAIN AND ELABORATE ON THE NATURE OF THE TRADE PRACTICE RESTRICTION

NRA
DIVISION OF REVIEW
STATISTICS SECTION
NO 484

TRADE PRACTICE RESTRICTIONS - DISTRIBUTION AND SERVICE TRADES

201 Code of Fair Competition

for the

Wholesaling or Distributing Trade

and its supplements

Hours Per Week of Store Operation

(1) The Code Authority with administrative approval may establish uniform hours of store operation by regions, but not less than fifty nor more than seventy hours per week nor more than six days per week are permitted.

Days Per Week of Deliveries

(2) Deliveries on Sundays or holidays are prohibited, except in cases of emergency which must be reported to the Code Authority.

Cost Accounting System

(3a) Members to estimate costs in accordance with the principles of the method established pursuant to enabling provision.

(3b) Items of cost specified to be determined in accordance with accounting formula when established pursuant to enabling provision.

(3c) Cost accounting system established pursuant to enabling provision is to be used to extent found practicable by members.

Sales Below Individual Member's Cost

(4a) Cost is to include actual net invoice purchase price plus transportation charges to seller's warehouses, allowance for actual wages involved in effecting the sale and delivery of goods, and other items when fixed by Code Authority with administrative approval. Competition in any trade area on identical or essentially similar goods may be met when such competition is not in violation of the selling below cost provision; provided the Code Authority is notified of all facts. Jobs, seconds, damaged goods and closeouts excepted.

(4b) Competition may be met only if not in violation of the selling below cost provision.

(4c) Cost is to include net invoice cost plus transportation costs to seller's warehouse plus allowance for actual wages involved in the sale and delivery of the merchandise, such allowance to be determined by the Code Authority subject to administrative approval.

(4d) Cost is to include net invoice price plus incoming transportation costs to warehouse, except to meet competition not in viola-

tion of the selling below cost provision; such sales must be reported to the Code Authority within three days. Discontinued, obsolete and distress merchandise are excepted.

(4e) Cost is to include net invoice purchase price plus transportation charges to wholesalers' warehouse and when ascertained by the Administrator on recommendation of the Code Authority is to include a reasonable amount for direct labor cost entailed in the sale and delivery of merchandise and collection of accounts.

(4f) Cost to include net invoice purchase price plus incoming transportation costs.

(4g) Discontinued, obsolete or distress merchandise excepted. See also footnote (3a).

(4h) Cost is to include actual net invoice cost of woolens and/or trimmings plus transportation costs to wholesalers' warehouse plus actual wages for store labor and/or labor involved in direct handling when determined in accordance with the accounting system established pursuant to enabling provision.

(4i) The prohibition against sales below cost is purely inferential. The code states: "It is intended that sound cost estimating methods should be used and that consideration should be given to costs in the determination of pricing policies."

(4j) Cost is to include net invoice purchase price plus incoming transportation costs. Competition not in violation of the selling below cost provision may be met. Obsolete goods, bona fide closeouts, damaged goods, stocks being liquidated and other goods designated by Code Authority may be sold at less than cost as above defined.

Cash Discounts and Period of Free Credit

(5a) 2/10 days; net 30 days.

(5b) On dealer's purchases for stock: 3/30 days or 2/60 days or 1/90 days with additional discount within discounting period for shipment in September, 4 percent, October, 3 percent, November, 2 percent, December, 1 percent; net 91 days. On dealer's purchases in rool lots: 3/10th of month following purchase.

(5c) On supplies and sundries: 2/10th of month following purchase, c.o.d., receipt of payment by cash or check with order or in advance of order. On furniture and equipment: 5/10 days from date of delivery.

(5d) 7/10 e.o.m.

(5e) 2/10 e.o.m.; net 60 days.

(5f) 2 per cent within period to be fixed by district agecy subject to revision by the Code Authority with administrative approval, net 30 days.

(5g) 2/10th proximo or 30 days from date of invoice; due net the following day.

(5h) To manufacturing wholesale furriers: 5/10 e.o.m. or 2/10 e.o.m., 60 days extra or net e.o.m., 90 days extra.

To manufacturing retail furriers: On sales from March 1 to August 31, 3/10 e.o.m. or net October 1; on sales from September 1 to February 28, 3/10 e.o.m. or 2/10 e.o.m. 60 days extra.

(5i) 3/10 e.o.m. or 6/10 e.o.m. 60 days extra, net thereafter.

(5j) 2/10 days or 2/10th proximo; net 30 days.

(5k) 5/10 days or 3/40 days; net 60 days.

(5l) To cutting up trade manufacturing ladies; misses' and children's apparel and chain stores, 2/10 e.o.m.

To retail department, dry goods and trimming stores; on regular goods 3/10 e.o.m.; on pearl goods; 3/10 e.o.m.

To jobbers 2/10, 60 days extra.

(5m) 2 per cent in anticipating due date of invoice but not to apply to those lines where manufacturers' terms provide for greater cash discount. Discount may not be allowed on note settlements.

(5n) 2/10 days; net 60 days except artists' colors net 30 days and to trade sale accounts 10th of month following purchase to customers who regularly discount in month following purchase.

(5o) Limited to percentage of discount received by member on same merchandise and limited to payment by 10th of month following date of shipment and in no case on payment made by warrant, note or trade acceptance.

(5p) 2/15th day of month following date of invoice, not payable on on notes, etc.; maximum credit period 60 days from 15th of month following date of shipment with interest starting 10 days after net due date.

(5q) 3/10 e.o.m. or 2/10 e.o.m., 60 days extra.

(5r) On trimmings and neckwear: 3/10, e.o.m., or 6/10, 60 days extra.

On embroideries: 3/10 or 2/10 e.o.m., 60 days extra.

(5a) Net 10 days e.o.m.

Anticipation of Bills and Interest Rate Beyond Free Credit Period

(6) 6 per cent per annum or legal rate, whichever is lower.

(7a) 6 per cent per annum or legal rate, whichever is lower.

(7b) Acceptance of non-interest bearing note in payment of matured obligation, excepting payment from insolvent debtors.

Installment Sales

(8a) 25 per cent of contract price must be paid on execution of contract for furniture and/or equipment. Deductions for trade-ins must be made before 25 per cent is computed.

(8b) 3½ months beyond due net date is maximum period allowed on installment notes, with 90 day extension permitted at 6 per cent or legal rate of interest.

Datings

(9a) 60 days' datings to drapery and upholstery departments of retail stores and furniture manufacturers and e.o.m. terms permitted.

(9b) Shipments after the 29th day of the month may be dated as the 1st of the month following.

(9c) Orders for woolens of less than 30 yards, or trimmings, total purchase price of which is less than $75.00, shipped prior to 25th day of any month, may be dated first day of following month; if shipped on or after 25th of month may be dated as first day of second month following.

(9d) Goods shipped after the 24th day of the month may be dated 1st of month following. In case of women's wear, the provision does not apply to jobbers.

(9e) Trade sales are initial stock orders of any one manufacturer's line to new dealer accounts limited to 4 month dating from date of shipment with standard terms. Datings on initial stock orders of artists' colors to new dealer and jobber accounts are limited to 2 months from date of shipment with standard terms.

(9f) Merchandise shipped after the 25th of the month may be dated as the 1st of month following.

(9g) Goods shipped after the 24th day of the month may be dated as the 1st of month following.

Seasonal Datings

(10a) On seasonal goods: February 1st for Valentines; April 1st for Easter goods; September 1st for school supplies; Decem-

ber 1st for holiday goods, and October 1st for Halloween goods and desk calendars, with terms of 2/10 days, net 30. Code Authority empowered to modify these datings or establish uniform datings for additional items.

(10b) On advance spring orders shipped November 1st and spring samples whenever shipped, March 31st datings, 2 per cent if paid April 10 are permitted.

(10c) On orders for woolens of not less than 30 yards, or for trimmings, the total purchase price of which is $75.00 or more, shipped after March 1st for Spring season and after September 1st for fall season, 30 days extra, dating permitted. Advance orders for woolens of not less than 30 yards or for trimmings, the total purchase price of which is not less than $75.00, may be dated April 1st for spring season on goods shipped on or after January 1st and October 1st for goods shipped on or after July 1st.

(10d) Except artists' colors to established dealer accounts, datings are limited to spring stock orders shipped at distributor's convenience after October 15th with April 1st dating and regular terms, with only one order on any one manufacturer's line to any one account.

On initial stock orders for any one manufacuters' line to new dealer account, orders shipped between October 15th and December 1st may be dated April 1st with regular terms.

Datings on orders to established dealer and jobber accounts are limited to datings on fall stock orders shipped at wholesaler's convenience after April 1st with September 1st dating, sold on regular terms and only one order to one account.

In case of show-card colors and inks, which are subject to freezing, datings are limited on spring stock orders shipped at wholesaler's convenience after November 1st, or in the event of water shipment, date may be advanced not to exceed 10 days prior to official closing of navigation over such route with April 1st dating, sold on regular terms and only one order to one account.

(10e) October, November, and December shipments may be dated not later than January 15th of the year following, subject to 2 per cent discount.

(10f) Shipments made from September 1st to November 1st terms: 3/10 e.o.m. 30 days extra or 3/10, 90 days extra.

F.O.B. Basis of Selling

(11a) Provision is not applicable to purchases in room lots when sold at advance prices above wholesaler's or distributor's price for stock orders.

(11b) Goods on which it is the trade practice of the ma-

nufacturer to prepay transportation charges to retail stores on goods sold by wholesaler are excepted.

Prepayment of Freight Charges

(12) Permitted on deliveries by messengers or local package delivery service within 25 mile radius of place of business.

Lower Price on Direct From Factory Shipments

(13a) Prohibited except for differences in cost.

(13b) Prohibited if lower than prices or other terms of credit or cash discounts than those received by distributor.

Open Price System

(14a) Contract sales to retail stores of manufacturers if purchases are for stock, contract sales for wholesalers, hotels, clubs, steamships, theaters, railroads and public works are excepted.

(14b) Adopted for some regions. Provision is made for filing past prices with disinterested agency if requested by Code Authority in support of the selling below cost provision.

(14c) Available on payment of cost.

(14d) 2/3 of members must assent.

Guarantee Against Price Decline

(15) Where datings are given, price may be gurarranteed for a period not exceeding period of such dating.

(Unearned) Discounts

(16) Including but not restricted to courtesy discounts, except as expressly provided in the Code.

Advertising Allowances

(17a) In manufacturer - distributor - dealer cooperative advertising, amount contributed may not exceed that contributed by the dealer or manufacturer, nor in any case be in excess of one-fourth of the total cost of such cooperative advertising.

In distributor - dealer cooperative advertising, amount contributed may not be greater than one half of dealer's cost of such advertising.

Not more than a total of 2½ per cent of total net sales of radio apparatus to dealers for current fiscal year may be expended for both types of cooperative advertising. Such payments may be made only on proper written statement certifying correctness of dealer's advertising rates as fair current contract rate. Allowances are to be

based on cost of broadcasting, space used in newspapers, publications, billboards, placards, theater screens or other customary public media. The cost of any mechanical set-up and art work as well as cuts, make ready or other similar items, other than standard advertising mats or cuts supplied the manufacturer, shall not be paid for by the member.

District agency may require members to file current cooperative advertising agreements and changes prior to effecting such modification, copies to be available to all members on request.

Members must reserve the right to supervise media, layout and copy in cooperative advertising.

In cases of anticipated advertising accruals, member may not accept liability beyond actual accruals against genuine purchases shipped and invoiced within a period previously agreed upon, not to exceed the following six consecutive months. Over-expenditure by dealer beyond actual amount available in specific plan member is following may not be paid by member.

(17b) Members may furnish advertising cuts and matrices. Provision is not applicable to jobbers.

(17c) Prohibition is against allowance and donations to customers for their advertising. Cooperative advertising is permitted if items are trade marked or branded by member, provided payment be made in cash to an advertising medium owned and operated independently of the parties interested.

Freight Allowances

(18) If member has not filed f.o.b. factory price in open price schedule, on f.o.b. factory shipments which do not include any handling service by member, allowance may be given customer in lieu of such service, but in no case may the price quoted be lower than invoice or replacement cost, whichever is less.

Sales Promotion Allowances

(19) Amount expended is limited to 1 per cent of total net sales within any current fiscal year.

Patronizing Publication in Which Buyer is Interested

(20) Advertising in school publications score boards, season schedules and other media of similar character prohibited, excepting mediums holding second-class mail permits or with approval of the Code Authority, subject to Administrative appeal.

Consignments

(21a) Goods which are damaged or deteriorated and cannot be sold in accordance with Code regulations with regard to such articles

may be sold on consignment subject to regulation by the Code Authority. The Code Authority may permit loan of articles for such time as the articles owned by customer are being repaired.

(21b) Products of manufacturers whose general plan of distribution is by consignment, and not by sale for resale are excepted.

(21c) Code Authority may permit exception when member sends certification of necessity of consignment sale to move damaged goods. Code Authority disapproval is subject to appeal to Administrator.

Shipments or Sales on Trial or Approval

(22a) Merchandise must be returned within three days from date of receipt by consignee.

(22b) Goods must be invoiced to prospective customer subject to return for credit within thirty days.

(22c) Ten-day time limit. Person to whom goods are shipped must pay shipping charges both ways, excepting watchmaker's and jewelers' materials, etc., and men's novelty jewelry.

"Accepting Return of Merchandise"

(23a) 10 per cent service and depreciation charge must be made. No pieces less than three yards may be accepted for return when distributor is not at fault.

(23b) Provision prohibits accepting merchandise for credit after the season. Provision is not applicable to jobbers.

(23c) Thirty days from date of receipt time limit is placed on accepting goods for credit.

Accepting Return of Other Than Defective Merchandise

(24a) Five days from date of receipt is the time limitation.

(24b) Prohibited for merchandise selected by and sold to customer or his agent from stock; five days from date of receipt is the time limit on goods shipped on order.

(24c) Prior consent to return is required. On goods accepted charge of not less than five per cent of selling price must be made and freight charges must be charged to shipper returning goods. This provision is effective only so long as provisions of Article XX of Paint, Varnish and Lacquer Manufacturing Code as approved October 31, 1933 are effective.

(24d) Sixty days from date of shipment time limitation is placed and charge equal to seller's cost of handling merchandise returned must be made, except in cases where seller is at fault or in

cases of customer's insolvency.

(24e) Exceptions permitted if in accordance with terms of guarantee or in cases of customer's insolvency, in which latter case acceptance of returns must be reported to the Code Authority.

(24f) Ten per cent of merchandise sold to any customer during the four months preceding return may be credited to customer to extent of not more than eighty per cent of the current wholesale price for such merchandise. In cases of customer's insolvency, returns may be accepted but must be reported to the Code Authority.

Accepting Return of Damaged and/or Defective Goods, and Adjusting Incorrect Shipments

(25a) Damaged or defective goods or goods not in conformance with specification must be returned for credit within three days of receipt. If defects are not readily ascertainable and return is accepted at later date, the facts with certification that such acceptance is not in violation of Code must be reported to the Code Authority.

(25b) If goods are obviously defective they must be returned for credit within ten days of receipt; if latently defective they must be returned within the time that a reasonably prudent retailer in the exercise of ordinary care would discover defect.

(25c) Prohibition applies to goods which have been cut.

(25d) Ten days from receipt is the time limitation.

Exchanging Merchandise

(26) Prohibition applies to goods which have been used, excepting defective goods.

Delivery by Seller's Truck

(27) Charge must equal common carrier rate when delivery made is outside metropolitan area.

Any Additional or Special Service and Free Deals

(28a) Items or services used for advertising and for educational purposes and given to the trade at large are permitted.

(28b) When servicing consumer for dealer, dealer must be charged reasonable price.

Gifts and Gratuities

(29) Applies to giving of gifts to athletic organizations, leagues, associations, athletes, winners of athletic competitions or persons prominent in any line of sport to induce same to use, recommend,

or adopt as "official" such goods or equipment without disclosing that such persons were recipients of money or gifts.

Prizes

(30) Prohibition applies to giving trophies or other things of value for adoption or use by any team, club, association, league or educational institution, excepting professional baseball leagues operating in organized baseball. Donations of balls or money to professional baseball leagues may not be in excess of the schedule of donations established by the Code Authority subject to administrative approval.

Samples

(31a) Sample lengths of fabrics other than swatches and samples bound in book form not exceeding fifty-four square inches, except chintzes and cretonnes which may be 216 square inches, must be billed at regular prices per yard without allowance or trade discount. Borrowers must pay for lost samples, except that 25 per cent allowance may be made if special circumstances warrant it in opinion of seller. Thirty day time limit is placed on samples on memorandum.

(31b) Book of selections for free distribution is limited to one for each customer. Issuance of current year's sample books prior to January 1 of year is prohibited. The number of sample books which may be distributed is limited to coverage annual number of sets distributed by members during the five years preceding January 1, 1934, or during the year 1933, whichever is more. Same method of computing number is to be used each successive year of Code operation. Members distributing less than 100 books are exempted from limitation on number. Samples must be charged at same rate as goods purchased for stock plus other expenses incurred in making sample book.

(31c) Samples are limited in size to 65 square inches.

(31d) One specimen button, buckle, slide or ornament of any one color to any one customer may be furnished free. Sample cards and labor on same may be furnished free to jobbers.

(31e) One pattern of one color may be furnished for period not in excess of ten days. If not returned within said period the sample must be invoiced as of date of shipment.

Display Materials

(32) Limited to 10 per cent of amount of sale with which given.

Coupons and/or Coupon Books

(33) Provision prohibits allowing more favorable terms of credit, discounts or datings on sales of coupon books than specified in Code for sale of merchandise represented by coupons.

Invoices Omitting Significant Specified Detail

(34) Invoices must embody all provisions of the Code regarding terms and conditions of sale including prices, payment dates, provisions governing delinquency, descriptions, discounts and discount periods, packing and delivery charges, delivery date, cancellations, returns or exchanges of trade products.

Product Standards

(35a) The Code Authority is to appoint a committee to study classifications and standards of dimension and quality, for such products of the Industry as it may select, in cooperation with the Bureau of Standards and/or other organizations which will guarantee both government and consumer representation in the drafting of standards.

(35b) A committee is to be appointed by the Code Authority so constituted as to afford producer, consumer and governmental representation, to study classifications and standards of quality, etc., of staples products.

Standards of Measure

(36) All woolen lengths based on a 56 inch width or over on double width 6/4 goods and on 38 inch width or over on single width 3/4 goods must be measured not to exceed 36 inches to the yard before being shrunk, and no allowance for short measure is permitted on any delivered length measuring 36 inches to the yard before being shrunk.

Pricing Standards

(37) On sidewalls and ceilings, prices marked or printed in sample books or floor stand books must be based on unit roll as approved by the Department of Commerce in Commercial Standards CS 16-29. On borders, prices must be quoted on the basis of single width lineal yards.

Labeling of Products as to Quality and Origin or Trade Mark

(38a) Surface printed wall papers in which the raw stock has not been fully grounded before the design is printed, shown in sample books, stands or other forms of collective sample showings, must be plainly printed with word "ungrounded" on back of sample. No wall paper made on ungrounded stock may be marked in any way to indicate that is non-fading.

(38b) As to quality and origin, labeling requirements apply to watch case sold as separate entity or fitted with a movement as a complete watch. Stamping must be legible and indelible.

Labeling of Products as to Price

(39) Sample books, stands and other forms of collective

sample showings must be marked in plain dollars and cents per single roll or yard, but such price is not to be considered resale price.

Labeling of Samples

(41) Sample books for free distribution must be marked as being the property of the wholesaler issuing said books and that they are loaned to the concern to whom issued for the period designated.

Labeling of Second-Hand and Rebuilt Goods

(41) As to second-hand and rebuilt goods, labeling is to apply to movements. Labeling is to be on tag attached to watch.

Sales of Substandard, Obsolete and/or Used Goods

(42a) Sales of current year's goods as jobs, seconds, damaged goods or close-outs prior to the 31st day of December of any year prohibited. 33-1/3 per cent discount from price quoted on new goods is maximum, except that there is no restriction on selling price of job (discontinued lines) after they are out of current line for one year.

(42b) May be sold irrespective of cost provided that manufacturer has refused or neglected to repurchase same within ten days after they are tendered to him by member at his purchase price less a reasonable charge allowed manufacturer for reconditioning and provided that such articles have been advertised as unsalable through the medium of the association trade journal of the Beauty and Barber Supply Institute; except that floor or salesman's samples that have been on display or used for demonstrating purposes for six months or longer may be sold at 20 per cent discount from filed priced of member.

(42c) Detail must be reported prior to sales including amount of merchandise on hand and date of its purchase.

(42d) Details must be reported at least two weeks prior to sale including descriptions, quantities, and minimum acceptable price for such stocks and reason for sale. Sale may proceed unlessotherwise ordered by Administrator on recommendation of the Code Authority.

(42e) Types of goods not specifically named in Code; Code states "to maintain clean and well-balanced stock of merchandise" since goods are not restricted by selling below cost provision.

(42f) Details must be reported prior to date of sale. Not restricted by selling below cost provision but burden of proving good faith rests with member.

(42g) The details must be reported at least five days prior to sale.

(42h) Details must be reported fifteen days or more prior to sale including amount of merchandise on hand and date of purchase.

(42i) In the case of discontinued lines and surplus merchandise goods must be from previous selling season. Such goods may be sold at prices necessary for disposal, if member certifies he is acting in good faith.

Imitation of Trade Marks and/or Other Identification of Competitor

(43) Provision refers specifically to use of name or initial of any athlete or other person when competitor has previously acquired from sale exclusive right and good will to such name, etc.

Transfer of Goods From Original Container

(44) Provision specifically prohibits repacking or transferring any article from a professional package (defined in Code) or other original container into another container in violation of any contract with the owner of the formula or trade marks or with the original manufacturer, and offering such repacked product in competition with the product as originally packed by such owner or manufacturer.

Misrepresentation of any Kind

(45) Code refers specifically to misrepresentation of goods, credit terms, values, policies, services and nature or form of business.

Misrepresentation of Product

(46) Provision prohibits representing as seconds, defective or as of inferior quality, goods which are not defective or inferior.

Inaccurate and/or Misleading Advertising

(47) In addition to the general prohibition against inaccurate and/or misleading advertising, provision is made that no advertising allowance may be made unless the price quoted on radio sets includes a complete set of tubes; unless, if the word "complete" is used in connection with receiving set advertised, tubes and other accessories necessary for the operation of the set are included, excepting outside aerial and installation; unless illustrations in the advertising correctly portray the model advertised and price, and description accompanying illustration is distinctly set forth as applying to the appropriate illustration; if there are inaccurate, misleading or ambiguous statements regarding radio performance claims, amount of trade-in allowances, down payments, terms or false reference to "no interest charges" on installment sales. These regulations apply to all types of advertising.

Inaccurate or Deceptive Labeling, Branding, Marking or Packing

(48) In addition to the general prohibition against inaccurate or deceptive labeling, branding, marking or packing, there is a prohibition against indicating, marking or printing fair value, values or prices of any kind by symbol, Code or any other method than plain dollar and cents figures.

Discrimination Between Customers of Same Class as to Price and/or Terms

(49) Provision prohibits granting more favorable prices to affiliated retailers than to other retail customers.

Sales to Other Than Specified Classes of Customers

(50) Provision prohibits the sale of professional packages to other than beauty and barber shops and schools and other commercial users.

Extension of Credit to Delinquent Accounts

(51) Accounts not paid within three months from date of delivery are considered past due and no member may extend credit until past-due account is settled unless member notifies Code Authority in writing that further credit is being extended, giving reasons, and such further extension of credit is approved by the Code Authority. Code Authority may require filing of all delinquent accounts and may disseminate list of same provided there is no agreement among members not to sell such accounts.

Quantity Discounts

(52) Ten per cent on full pieces and over but not unless full piece consists of fifty yards or more and on materials at not less than $1.00 per yard wholesale on half pieces of twenty-five yards and over provided such purchases are for stock. Contract sales for wholesalers, hotels, clubs, steamships, theaters, railroads and public works are not governed by this provision.

Selling Directly in Competition with Retailers

(53) Provision prohibits sales at wholesale prices in competition with retailers, but places no absolute restriction on selling in competition with retailers at same prices as retailers.

Selling Directly in Competition with Manufacturer

(54) Where a wholesaler has been granted a fair differential by a manufacturer, he may not quote a lower price on a commodity than quoted by the manufacturer to the same class of purchaser. If such differential is greater than the operating cost of the member, he may on furnishing proof of his lower operating costs to the Code Authority sell at less than the differential so established but not at a lower price than invoice cost plus operating cost. For other exceptions and further detail, see Article V.

Sales to Parties Violating Agreements

(55) Provision prohibits serving, selling, or supplying a school with the product of a manufacturer if the school accepted the product from the manufacturer as free merchandise to be used for educational purposes and subsequent to the acceptance of such product

violated the sales policy or agreement under which the freely furnished product was intended to be used, provided that when the school has paid, as of date of acceptance, the wholesale price of such misused product to the manufacturer there is no restriction of serving, selling or supplying such school.

60. Code of Fair Competition

for the

Retail Trade

and its supplements

Hours Per Week of Store Operation

(1a) Fifty-two hours per week is minimum which any retail establishment may elect to operate, unless it was operating less than fifty-two hours per week just prior to June 1, 1933, in which case its store hours may not be reduced from such number. Three schedules of operating hours per week are set forth in the Code and each retail establishment must elect to operate under one of these: less than fifty-six hours but not less than fifty-two; fifty-six or more hours but less than sixty-three; sixty-three or more hours.

Different maximum hours of labor and minimum wage rates are established according to which schedule of operating hours per week is elected. Establishments are permitted to revise original decision as to which schedule of operating hours they elect, but such changes are contingent upon certain restrictions with regard to labor hours and pay.

(1b) Retail drug establishment may elect to remain open seven days per week for a total of eighty-four hours or more per week but on no day less than eight hours.

Sales Below Individual Member's Cost and Sales Below Manufacturer's List Price

(2a) If it is necessary to sell below cost to meet competition on the sale of identical or essentially similar articles, this competition may be met provided that the competitor's price is not a loss leader (e.g., slae below cost) and member meeting such price notifies the nearest representative retail trade organization of such fact. Merchandise sold as bona fide clearance, if advertised, marked and sold as such, highly perishable merchandise which must be promptly sold to forestall loss, imperfect or actually damaged merchandise or bona fide discontinued lines of merchandise if advertised, marked and sold as such; merchandise sold in quantity on contract to public carriers, departments of governments, hospitals, schools and colleges, clubs, hotels, and other institutions not for resale and not for redistribution to individuals, drugs, or drug sundries sold to physicians, nurses, dentists, veterinarians, or hospitals are exempted from prohibition against use of loss leaders.

(2b) During the first six months after publication and on books published before July 1st of any year until January 1st of the following year, booksellers may not sell any book for less than the publisher's published price thereof. At any other time loss leader provision (see footnote 2a) applies, excepting books as bona fide clearance or bona fide discontinued books if advertised, marked and sold as such, provided that books subject to the loss leader provision must first be offered to

source of supply at not more than bookseller's invoice cost, and damaged, "second-hand" or shelf worn books if advertised, marked and sold as such and books sold on complete final liquidation; provided that no book is sold in violation of rules and regulations that may be established by the Code Authority with administrative approval with regard to this "distress merchandise." For further exceptions to loss leader provision and sales below publisher's price see Section 3 of the Code for Booksellers.

(2c) Sales below manufacturer's wholesale price list per dozen for any drugs, medicines, cosmetics, toilet preparations or drug sundries are prohibited, except that in the case of biologicals or other products specified in Code which are not customarily sold in dozen or greater lots, the Code Authority may fix a comparable unit quantity. This is in substitution for the loss leader provision.

Price Increases

(3) Price of merchandise sold after the effective date of the Code may not be increased over price existing June 1, 1933 by more than necessary due to amount of increase in production, operating, replacement and invoice cost of merchandise and taxes or other costs resulting from action taken pursuant to the National Industrial Recovery Act or Agriculture Adjustment Administration. In setting new prices, due account must be given to probably increases in sales volume. Distress prices of June 1, 1933 may be equitably adjusted.

Acceptance of Certain Form of Payment

(4) Non-negotiable scrip, company checks or other evidence of wage payment issued by any individual or private profit organization in payment of wages, and negotiable instruments not payable within one month of issuance, may not be accepted as payment for purchases. Commission appointed by the Administrator to investigate implications of this restriction and upon approval by the President such other regulations established by it supersede those in Code. For further detail, See Article IX, Section 4 of the Code for the Retail Trade.

Prizes and Any Additional or Special Service and Lotteries

(5) This provision prohibits the giving of articles of value or service free of charge contingent on any scheme of chance or contest in violation of lottery or gambling laws. Contests must fulfill the following conditions: Rules of contest must be clearly defined and strictly adhered to in making award; award must be influenced by merit and not by chance; equal consideration must be given suggestions of all entrants by a sufficient staff of competent and disinterested persons; and all employees and their families must be ineligible.

Free Deals

(6) Members of the subscription and mail order book industry may give books if they are special editions regularly distinguishable in form from regular trade editions or if they are trade editions

originally published in the United States not less than two years before such offer.

(7) A statement conspicuously printed which indicates the manner (solid or sawdust method) in which article was cleaned must be attached to a button loop, or buttonhole or other conspicuous place. Size of tag and language are to be determined by the Code Authority.

Espionage of Competitor

(8) Provision prohibits using mailing list acquired by the employee of a competitor until his relationship with such competitor has been terminated for a period of six months.

Misrepresentation of Product

(9) "The Trade name of any skin when it is not descriptive and not qualified by the true name of the skin shall be deemed inaccurate in a material particular." This definition is given in conjunction with the provision prohibiting false or inaccurate offers or invoicing.

Misrepresentation of Employees

(10) Any demonstrator or sales employee whose salary is partially or wholly paid by manufacturer or distributor may not be represented as other than the agent of such manufacturer or distributor.

Uniform Price Offers

(11) Provision prohibits offers to fill prescriptions irrespective of cost of ingredients or quantity.

101 - Code of Fair Competition

for the

Cleaning and Dyeing Trade

Hours and Days Per Week of Store Operation

(1a) Sixty-three hours per week is minimum which any retail outlet may elect to operate, unless it was operating less than sixty-three hours per week on June 16, 1933, in which case its store hours may not be reduced from such number. Hours per day are limited to twelve, excepting sixteen hours is the maximum on any Saturday. Retail outlets are required to be closed on Sundays or other Sabbath day and on national, state, or local holidays. The Code Authority is empowered to prescribe uniform hours for opening and closing of retail outlets by regions.

Minimum Prices Irrespective of Emergency

(2) Price schedules for some regions received administrative approval for temporary periods prior to the stay of the entire Code.

Cash Discounts

(3) 2/10th of month following purchase. Such discounts may be in the form of cash, book credits, or promises to pay.

Rebates

(4) Rebates may not be given under the guise of allowance for lost, misplaced, or damaged articles.

"Guarantees"

(5) Guarantees which are not specific as to nature or extent or which are unenforceable against the guarantor are prohibited.

Premiums

(6) The use of premiums or of certificates in connection with the sale of cleaning or dyeing services which provide to the buyer money, goods or service, having a resale value not in excess of 5 per cent of the minimum prices of such services, if the amount of such resale value is added to the minimum price established pursuant to enabling provision are permitted.

Coupons and/or Coupon Books

(7) Coupon books or discount coupons may be used only if agreed upon by all members doing business in the same area.

Standards of Quality

(8) The Code Authority is to cooperate with a committee composed of one member appointed by the Board of Directors of the National Association of Dyers and Cleaners, one member appointed by the American Home Economics Association and a technician, preferably from the Bureau of Standards, to be agreed upon by the other two persons or if they fail to agree, by the Administrator, to adopt and prescribe minimum standards of quality for each service performed by the Cleaning and Dyeing Trade.

Misrepresentation of Prices and/or Credit Terms

(9) Provision prohibits representing any price as "special" when it is in fact "regular"; implying that quoted price applies to completed work when in fact it applies only to partially processed work; or trying to collect more than stated price for eradication of spots or stains.

Dealing with Other Than Bona Fide Controlled Sales Representatives

(1)) This provision excludes dealings with any person not a member of the trade or regularly employed by a member. Persons under contract to solicit, terminable on not less than six months' notice, are deemed regularly employed.

TRADE PRACTICES

	TEXTILES														APPAREL															
	1 Cotton Textile Industry	1A Carded Cotton Yarn (Cotton Textile)	1B Cotton Thread Manufacturing (Cotton Textile)	1-1 Cotton Converting Industry	1-1A Clothiers' Linings (other than all cotton) (Cotton Converting)	1-1B Corset, Brassiere & Allied Trades Fabrics (Cotton Converting)	1-1C All-Cotton Clothing Linings (Cotton Converting)	1-1D Curtain & Drapery Fabrics (Cotton Converting)	1-1E Shirtings (Cotton Converting)	1-1F Wash Goods (Cotton Converting)	1-1G Interlinings (Cotton Converting)	1-1H Bleached Goods (Cotton Converting)	1-1I Cotton Linings for all Purposes not Otherwise Provided (Cotton Converting)	47A TERRITORIAL Needlework Industry in Puerto Rico	11S Cotton Garment Industry	11SA Men's & Boys' Shirt & Blouse Industry (except work shirts (Cotton Garment)	11SB Men's & Boys' Pajama & Night Shirt Industry (Cotton Garment)	11SC Oiled Cotton Garment Industry (Cotton Garment)	11SD The Union-Made Garment Industry (Cotton Garment)	11SE Washable Service Apparel Industry (Cotton Garment)	11SF Sheep Lined & Leather Garment Industry (Cotton Garment)	11SG Cotton Wash Dress Industry (Cotton Garment)	11SH Cotton Underwear & Sleeping Garment Mfg. Industry (Cotton Garment)	11SI Work Shirt Mfg. Industry (Cotton Garment)	11SJ Nurses', Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	11SK Work Clothes Mfg. Industry (Cotton Garment)	24 LEATHER AND FURS: Boot & Shoe Mfg. Industry
PRODUCTION, CAPACITY AND INVENTORY CONTROL																														
Machine And/or Plant Hour Limitations																														
Operation of productive machinery	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)		LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)			
Hours per week	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)	LbN (1a)		LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)	LbNA (1)			
Shifts	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)	H (1b)																	
Reports on productive machinery					L (1c)	L (1c)	L (1c)	L (1c)	L (1c)	L (1c)	L (1c)	L (1c)	L (1c)																	
Days per week of operation of sales outlet	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)	(H) (2)																	
Restrictions on Productive Capacity																														
Consent prior to increasing productive capacity															IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA			
Balance of Production With Consumption														OO (1)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	OA (2)	R (1)		
COST ACCOUNTING SYSTEM			OA		IA		IA																							
MINIMUM PRICES																														
Sales Below Individual Members Cost			Pc (3)		IA		IA								P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (3)	P (1)		
Minimum Prices In Emergency														IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH	IAH			
Destructive Price Cutting														KPcb (2)	P	P	P	P	P	P	P	P	P	P	P	P	P			
Price Differentials Between Classes of Products																				Hd (4)							Hd (4)			
SALES IN OTHER ZONES BELOW MINIMUM PRICE FOR SUCH ZONES														P																
TERMS OF PAYMENT																														
Cash Discounts		L (4a)	L (4b)			L (4d)	L (4e)	L (4f)	L (4g)	L (4g)	L (4h)	L (4g)	L (4g)			L (5a)	L (5a)	L (5b)	L (5d)	L (5d)	L (5a)	L (5f)	L (5f)	L (5g)	L (5f)		L (2)			
Anticipation of Bills					L (5a)	Z (5b)			Z (5a)	Z (5a)	Z (5b)	Z (5a)	Z (5b)			L (6)						L (6)		L (6)						
Period of Free Credit			T (4b)		TN (4c)	T (4d)		T (4f)	T (4g)	T (4g)	T (4h)	T (4g)	T (4g)	T (3)		(5a) T	T (5a)		T (5c)	T (5d)	Tdm (5a)			T (5g)			T (5h)			
Interest Rate Beyond Free Credit Period						Z (5b)	Z (5a)		Z (5a)	Z (5a)	Z (5b)	Z (5a)	Z (5a)																	
Delayed Billing																														
Datings		b (6a)	Pb (6b)		b (6a)	P	b (6a)	Pb (6b)	P	P	P	P	P			Pb (7)	b (7)		P	b (7)	b (7)	b (7)	Pb (7)		b (7)					
Seasonal datings								Xg (7)											Y (8a)		Yd (8b)		Yd (8a)							

TRADE PRACTICES	1 Cotton Textile Industry	1A Carded Cotton Yarn (Cotton Textile)	1B Cotton Thread Manufacturing (Cotton Textile)	1-1 Cotton Converting Industry	1-1A Clothiers' Linings (other than all cotton)(Cotton Converting)	1-1B Corset, Brassiere & Allied Trades Fabrics(Cotton Converting)	1-1C All-Cotton Clothing Linings (Cotton Converting)	1-1D Curtain & Drapery Fabrics (Cotton Converting)	1-1E Shirtings (Cotton Converting)	1-1F Wash Goods (Cotton Converting)	1-1G Interlinings (Cotton Converting)	1-1H Bleached Goods (Cotton Converting)	1-1I Cotton Linings for all purposes not Otherwise Provided (Cotton Converting)	474 TERRITORIAL Needlework Industry in Puerto Rico	11B Cotton Garment Industry	11BA Men's & Boys' Shirt & Blouse Industry (except work shirts) (Cotton Garment)	11BB Men's & Boys' Pajama & Night Shirt Industry(Cotton Garment)	11BC Oiled Cotton Garment Industry (Cotton Garment)	11BD The Union-Made Garment Industry (Cotton Garment)	11BE Washable Service Apparel Industry (Cotton Garment)	11BF Sheep Lined & Leather Garment Industry (Cotton Garment)	11BG Cotton Wash Dress Industry (Cotton Garment)	11BH Cotton Undergarment & Sleeping Garment Mfg. Industry (Cotton Garment)	11BI Work Shirt Mfg. Industry (Cotton Garment)	11BJ Nurses', Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	11BK Work Cloth Mfg. Industry (Cotton Garment)	44 LEATHER AND FURS: Boot & Shoe
FREIGHT AND TRANSPORTATION TERMS																										
F. O. B. Basis of Selling					H	H	H	H	H	H	H	H	H	H							H	H	H	H		H	
SHIPMENTS																										
Inequitable Distribution of Split Shipments		P (8a)																								
Shipments Smaller Than Specified Minimum																					Lm (9)					
OPEN PRICE SYSTEM																										
Details Specified In Code			H																							
Compulsion On Members To File			H																							
Agency With Which Information is Filed																										
Code Authority (And/or Trade Association)			X																							
Product Respecting Which Information Is Filed																										
Standard (And/or branded) products			X																							
Information Specified in Code to be Filed																										
Prices			X																							
Terms and/or conditions of sale																										
Discounts			X																							
Waiting Period Requirements																										
None			X																							
Discrimination of Information																										
Available to all members			X																							
Reporting Of Pnet Sales		H (8a)	H (8b)				I (8c)																			
PRICE GUARANTEES AND OTHER OFFERS OF PRICE PROTECTION																										
"Price Guarantees"					P	P	P	P	P	P	P	P	P													
Guarantees Against Price Decline		P																								
Agreements Indefinite as to Time and/or Quantity		P																			P					
Options								P	P	P		P	P											P		

TRADE PRACTICES	TEXTILES													APPAREL																
	1 Cotton Textile Industry	1A Carded Cotton Yarn (Cotton Textile)	1B Cotton Thread Manufacturing (Cotton Textile)	1-1 Cotton Converting Industry	1-1A Clothiers' Linings (other than all cotton) (Cotton Converting)	1-1B Corset, Brassiere & Allied Trades Fabrics (Cotton Converting)	1-1C All-Cotton Clothing Linings (Cotton Converting)	1-1D Curtain & Drapery Fabrics (Cotton Converting)	1-1E Shirtings (Cotton Converting)	1-1F Wash Goods (Cotton Converting)	1-1G Interlinings (Cotton Converting)	1-1H Bleached Goods (Cotton Converting)	1-1 I Cotton Linings for all Purposes not otherwise provided (Cotton Converting)	474 TERRITORIAL Needlework Industry in Puerto Rico	118 Cotton Garment Industry	118A Men's & Boys' Shirt & Blouse Industry (except work shirts) (Cotton Garment)	118B Men's & Boys' Pajama & Night Shirt Industry (Cotton Garment)	118C Oiled Cotton Garment Industry (Cotton Garment)	118D The Union-Made Garment Industry (Cotton Garment)	118E Washable Service Apparel Industry (Cotton Garment)	118F Sheep Lined & Leather Garment Industry (Cotton Garment)	118G Cotton Wash Dress Industry (Cotton Garment)	118H Cotton Undergarment & Sleeping Garment Mfg. (Cotton Garment)	118I Work Shirt Mfg. Industry (Cotton Garment)	118J Nurses' & Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	118K Work Clothes Mfg. Industry (Cotton Garment)	44 LEATHER & FURS: Boot & Shoe Mfg. Industry
CONTRACTS FOR DEFERRED DELIVERY		RT (8a)											TM (8b)																
CONTRACT PERIOD																													
REBATES																													
Rebates			SD	S	S	S	S	S	S	S	S	S	S	S	D	D	D	D	D	D	D	D	D	D	P	D	M (3)		
Refunds			SD	S	S	S	S	S	S	S	S	S	S	S															
Commissions				S	S	S	S	S	S	S	S	S	S	S															
Credits				S	S	S	S	S	S	S	S	S	S	S															
(Unearned) Discounts			SD	S	S	S	S	S	S	S	S	S	S	S	ED	ED	ED	ED	ED	ED	ED	ED	ED	ED	E	ED			
Bonuses															D	D	D	D	D	D	D	D	D	D	P	D			
ALLOWANCES																													
"Allowances"														E	D	D	D	D	D	D	D	D	D	D	D	M (3)			
Advertising Allowances			M (10)					P	P	P	P	P	P		LM (10)	LM (10)	LM (10)		LM (10)	LM (10)	LM (10)	LM (10)	LM (10)	LM (10)	LM (10)	LM (10)	M (4)		
Demonstration Allowances																													
Allowances For Style Shows, etc																											P		
Freight Allowances															D	D	D	D	D	D	D	D	D	D		D			
Crating Allowances																													
PAYMENT OR DIVERSION OF COMMISSIONS OR FEES TO BUYERS OR THEIR AGENTS																													
Payment or Diversion of Commissions or Fees by Members or their Agents With Buyers or Their Agents		P																							P				
Payment of Commissions or Fees to Other Than Bona Fide Controlled Sales Representatives		P																											
RENDERING FINANCIAL ASSISTANCE TO BUYERS																													
Paying Insurance Costs														CM (4)															

TRADE PRACTICES	TEXTILES														APPAREL												
	1 Cotton Textile Industry	1A Carded Cotton Yarn (Cotton Textile)	1B Cotton Thread Manufacturing (Cotton Textile)	1-1 Cotton Converting Industry	1-1A Clothiers' Linings (other than all cotton)(Cotton Converting)	1-1B Corset,Brassiere & Allied Trades Fabrics (Cotton Converting)	1-1C All-Cotton Clothing Linings (Cotton Converting)	1-1D Curtain & Drapery Fabrics (Cotton Converting)	1-1E Shirtings (Cotton Converting)	1-1F Wash Goods (Cotton Converting)	1-1G Interlinings (Cotton Converting)	1-1H Bleached Goods (Cotton Converting)	1-1I Cotton Linings for all Purposes not Otherwise provided (Cotton Converting)	474 TERRITORIAL Needlework Industry in Puerto Rico	11S Cotton Garment Industry	11SA Men's & Boys' Shirt & Blouse Industry (except work shirts) (Cotton Garment)	11SB Men's & Boys' Pajama & Night Shirt Industry (Cotton Garment)	11SC Oiled Cotton Garment Industry (Cotton Garment)	11SD The Union-Made Garment Industry (Cotton Garment)	11SE Washable Service Apparel Industry (Cotton Garment)	11SF Sheep Lined & Leather Garment Industry (Cotton Garment)	11SG Cotton Wash Dress Industry (Cotton Garment)	11SH Cotton Undergarment & Sleeping Garment Mfg. (Cotton Garment)	11SI Work Shirt Mfg. Industry (Cotton Garment)	11SJ Nurses' & Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	11SK Work Clothes Mfg. Industry (Cotton Garments)	44 LEATHER & FURS: Boot & Shoe Mfg. Industry
CONDITIONAL SALES																											
Sales on Consignment or Memorandum			P		PNA	PNA	PNA	PNA	PNA	PNA	PNA	PNA	PNA		P	P	P	P	P	P	P	P	P	P	P	P	
RETURNS AND ADJUSTMENTS																											
Accepting Return of Other Than Defective Merchandise															I (11a)	I (11a)	(11a) P	I (11c)	(11a) Pd (11b)	I (11a)	I (11c)	TWN (11c)	I (11a)	I (11c)	I (11a)	I (11c)	
Exchanging Merchandise																			P			P	P				
RENDERING ADDITIONAL OR SPECIAL SERVICES																											
Demonstrating									P	P		P	P														
Stamping or Marking																				Pm							
SUPPLYING ADDITIONAL OR SPECIAL GOODS																											
Free Deals			P (11a)																								
Samples			E (4a)			L (11b)		L (11c)	L (nd)	LePn (11e)			LePn (11a)	C													
Displays			W (10)																								
(Special) Labels (other than N.R.A.)																		C		C	C	C	C		C		C
Special Containers																											C
Accessories														Cm (5)													
FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC.																											
Standard Contract Form		OAN			OAN (12)	OAN (12)	OAN (12)						OAN (12)														
DEPARTURES FROM CONTRACT																											
Departure From Prices And/or Terms of Contract		P												P					P								
Permitting Buyers Cancellation or Repudiation of Contract		P																				Pb (12)					

TRADE PRACTICE RESTRICTIONS - TEXTILES AND APPAREL MANUFACTURING INDUSTRIES

TRADE PRACTICES	TEXTILES														APPAREL												
	1	1A	1B	1-1	1-1A	1-1B	1-1C	1-1D	1-1E	1-1F	1-1G	1-1H	1-1I	474	118	118A	118B	118C	118D	118E	118F	118G	118H	118I	118J	118K	44
	Cotton Textile Industry	Carded Cotton Yarn (Cotton Textile)	Cotton Thread Manufacturing (Cotton Textile)	Cotton Converting Industry	Clothiers' Linings (other than all cotton) (Cotton Converting)	Corset, Brassiers & Allied Trades Fabrics (Cotton Converting)	All-Cotton Clothing Linings (Cotton Converting)	Curtain & Drapery Fabrics (Cotton Converting)	Shirtings (Cotton Converting)	Wash Goods (Cotton Converting)	Interlinings (Cotton Converting)	Bleached Goods (Cotton Converting)	Cotton Linings for all Purposes not otherwise Provided (Cotton Converting)	TERRITORIAL Needlework Industry in Puerto Rico	Cotton Garment Industry	Men's & Boys' Shirt & Blouse Industry (except work shirts) (Cotton Garment)	Men's & Boys' Pajama & Night Shirt Industry (Cotton Garment)	Oiled Cotton Garment Industry (Cotton Garment)	The Union-Made Garment Industry (Cotton Garment)	Washable Service Apparel Industry (Cotton Garment)	Sheep Lined & Leather Garment Industry (Cotton Garment)	Cotton Wash Dress Industry (Cotton Garment)	Cotton Undergarment & Sleeping Garment Mfg. (Cotton Garment)	Work Shirt Mfg. Industry (Cotton Garment)	Nurses' & Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	Work Clothes Mfg. Industry (Cotton Garment)	LEATHER & FURS: Boot & Shoe Mfg. Industry
STANDARDS																											
"Standards"															OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	OAH (13)	
Standards of Weight		XH (13)																									
Standards of Size																					X (14a)					X (14a)	
LABELING REQUIREMENTS (other than N.R.A.).																											
All Products as to Content or Ingredients																M (15)											
All Products as to Weight And/or Size			XHd (14)																								
All Products as to Origin or Trade Mark			Hd																								
Designation of Class of Products																											
Samples			H					H																			
Seconds																HO (16a)			XH (16b)								
SALES OF SUBSTANDARD, OBSOLETE AND/OR USED GOODS																											
Discontinued And/or Obsolete Merchandise		MW (15a)			M (15b)									R													
Damaged And/or Defective Merchandise		MW (15a)			M (15b)																						
Seconds					M (15b)									R													
Distress Merchandise					M (15b)									R													
Job Lots		MW (15a)																									
SALES OF UNFINISHED PRODUCTS															KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	KP (17)	
PIRACY AND IMITATIONS																											
Piracy of Designs And/or Styles				P	P	P	P	P	P	P	P	P	P														
Imitation of Trade Marks And/or Other Identifications of Competitor			P	P	P	P	P	P	P	P	P	P	P														M
Registration of trade marks and brands with Code Authority			Hd	OT (16)	OT (16)	OT (16)	OT (16)	OT (16)	OT (16)	OT (16)	OT (16)	OT (16)	OT (16)														

TRADE PRACTICE RESTRICTIONS - TEXTILES AND APPAREL MANUFACTURING INDUSTRIES

TRADE PRACTICES	TEXTILES														APPAREL													
	1 Cotton Textile Industry	1A Carded Cotton Yarn (Cotton Textile)	1B Cotton Thread Manufacturing (Cotton Textile)	1-1 Cotton Converting Industry	1-1A Clothiers' Linings (other than all cotton) (Cotton Converting)	1-1B Corset, Brassiere & Allied Trades Fabrics (Cotton Converting)	1-1C All-Cotton Clothing Linings (Cotton Converting)	1-1D Curtain & Drapery Fabrics (Cotton Converting)	1-1E Shirtings (Cotton Converting)	1-1F Wash Goods (Cotton Converting)	1-1G Interlinings (Cotton Converting)	1-1R Bleached Goods (Cotton Converting)	1-1I Cotton Linings for all Purposes not Otherwise Provided (Cotton Converting)	474 TERRITORIAL Needlework Industry in Puerto Rico	118 Cotton Garment Industry	118A Men's & Boys' Shirt & Blouse Industry (except work shirts) (Cotton Garment)	118B Men's & Boys' Pajama & Night Shirt Industry (Cotton Garment)	118C Oiled Cotton Garment Industry (Cotton Garment)	118D The Union-Made Garment Industry (Cotton Garment)	118E Washable Service Apparel Industry (Cotton Garment)	118F Sheep Lined & Leather Garment Industry (Cotton Garment)	118G Cotton Wash Dress Industry (Cotton Garment)	118H Cotton Undergarment & Sleeping Garment Mfg. (Cotton Garment)	118I Work Shirt Mfg. Industry (Cotton Garment)	118J Nurses' & Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	118K Work Clothes Mfg. Industry (Cotton Garment)	LEATHER & FURS: 44 Boot & Shoe Mfg. Industry
COERCION, TRESPASS AND INTERFERENCE																												
Unwarranted Threats of Litigation															P	P	P	P	P	P	P	P	P	P	P	P	P	
Interference With Contracts And/or Contractual Relations			P											P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Commercial Bribery			P												P	P	P	P	P	P	P	P	P	P	P	P	P	
PURCHASE FROM CUSTOMER OR EXCHANGE OF OWN FOR COMPETITOR'S PRODUCTS			P																									
MISREPRESENTATION AND DECEPTION																												
Misrepresentation of Any Kind															P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	P (18)	
Misrepresentation of Product			P																						KP (13)			
Misrepresentation of Nature or Form of Business Conducted															KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	
False And/or Inaccurate Offers															P	P	P	P	P	P	P	P	P	P	P	P	P	
Pre-Dated Orders			P																									
Pre-Dated Contracts			P																									
False And/or Inaccurate Invoicing			P												P	P	P	P	P	P	P	P	P	P	P	P	P	
Inaccurate And/or Misleading Advertising			P												P	P	P	P	P	P	P	P	P	P	P	P	P	
Inaccurate or Deceptive Labeling, Branding, Marking or Packing			P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	
Defamation of or Inaccurate Reference to Competitor			P												P	P	P	P	P	P	P	P	P	P	P	P	P	
Shipping or Performing at Variance from Contract or Representation			M																									
Fictitious, Inaccurate or Deceptive Resale Price Tags																	P											
DISCRIMINATION																												
Discrimination Between Customers of Same Class as to Services And/or Privileges														S														
Discrimination Between Buyers Under "Like Terms And Conditions" as to Services And/or Privileges				S	S	S	S	S	S	S	S	S	S															

TRADE PRACTICE RESTRICTIONS - TEXTILES AND APPAREL MANUFACTURING INDUSTRIES

TRADE PRACTICES	TEXTILES															APPAREL												LEATHER & FURS:	
	1 Cotton Textile Industry	1A Carded Cotton Yarn (Cotton Textile)	1B Cotton Thread Manufacturing (Cotton Textile)	1-1 Cotton Converting Industry	1-1A Clothiers' Linings (other than all cotton) (Cotton Converting)	1-1B Corset, Brassiere & Allied Trades Fabrics (Cotton Converting)	1-1C All-Cotton Clothing Linings (Cotton Converting)	1-1D Curtain & Drapery Fabrics (Cotton Converting)	1-1E Shirtings (Cotton Converting)	1-1F Wash Goods (Cotton Converting)	1-1G Interlinings (Cotton Converting)	1-1H Bleached Goods (Cotton Converting)	1-1I Cotton Linings for all Purposes not Otherwise Provided (Cotton Converting)	474 TERRITORIAL Needlework Industry in Puerto Rico	11S Cotton Garment Industry	11SA Men's & Boys' Shirt & Blouse Industry (except work shirts) (Cotton Garment)	11SB Men's & Boys' Pajama & Night Shirt Industry (Cotton Garment)	11SC Allied Cotton Garment Industry (Cotton Garment)	11SD The Union-Made Garment Industry (Cotton Garment)	11SE Washable Service Apparel Industry (Cotton Garment)	11SF Sheep Lined & Leather Garment Industry (Cotton Garment)	11SG Cotton Wash Dress Industry (Cotton Garment)	11SH Cotton Underwear & Sleeping Garment Mfg. (Cotton Garment)	11SI Work Shirt Mfg. Industry (Cotton Garment)	11SJ Nurses' & Maids' & Women's Apron & Uniform Mfg. Industry (Cotton Garment)	11SK Work Clothes Mfg. Industry (Cotton Garment)	44 Boot & Shoe Mfg. Industry	
CUSTOMER CLASSIFICATION																												X	
List of Customer Clauses																													
TRADE DIFFERENTIALS AND QUANTITY DISCOUNTS																												M (3)	
Trade Differentials																													
Quantity Discounts on Pooled Orders			P (17)																										
SELLING DIRECTLY IN COMPETITION WITH RETAILER OR OTHER TRADE FACTOR																							P						
Selling in Competition With Retailer																													
Selling in Competition with Selling Agents		P (18)																											
DEALINGS WITH AGENTS, BROKERS OR OTHER CONTROLLED SALES REPRESENTATIVES																													
Definition of Agents		X																											
Registration of Agents		M																											
Restrictions on Activities of Agents		X (19)																											
CONTRACTING OUT OF WORK																							R						
List of Contractors																													
Compensation to Contractors															OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)	OA (20)		
Contracting out of Cutting Operations															P (21) NA	P (21) NA	P (21) NA	P (21) NA	P (21) NA	P (21) NA	P (21) NA	P (21) NA	P (21) NA	P (21) NA					
WORKING ON SUPPLIES FURNISHED BY RETAILERS																Pb (22)	P			P			P	P			P		
PAYMENT OF FREIGHT CHARGES ON GOODS RECEIVED FOR MANUFACTURER														P															

1 Code of Fair Competition

for the

Cotton Textile Industry

and its

Supplements and Divisions

Machine and/or Plant Hour Limitations

(1a) Operation of machinery is restricted to two shifts of forty hours per week each, except the operation of finishing machinery and printing machinery owned by mill finishers, which may be operated a sufficient number of hours to finish fabrics woven on their own looms only, or cotton thread made on their own machinery.

(1b) Reports to the Cotton Textile Institute, Inc., are to include information respecting number of looms and/or spindles in place, number operated each week, number of shifts and total number of spindle and loom hours each week, required every four weeks. General provisions in other Codes requiring or enabling Code Authority to require production data are not indicated on the charts, but this provision is directly allied to the limitation on machine hours and restriction on productive capacity.

(1c) Sales offices are required to remain closed on Saturdays and Sundays.

Restrictions on Productive Capacity

(2) The Code empowers the Code Authority to make recommendations for the requirement by the Administrator of registration of productive machinery and for the requirement of certification by the Administrator prior to the installation of additional productive machinery, except for replacement of a similar number of existing looms or spindles or printing, dyeing, starching and/or drying machines operating on fabrics as the same are used for the major operation in the production and finishing of plain bleached and unbleached fabrics, or machinery used for spooling, winding, reeling or skeining as a final process to produce cotton thread ready for sale as a finished article or cone winding machines, reels, through tube cup machines and parallel tube winding machines used in the production of mercerized yarn only, or to bring the operation of existing productive machines into balance. Such recommendations subsequently were made and approved by the Administrator. (See Administrative Order, effective 10/1/33, approved 4/9/34, 10/12/34, etc.)

Sales Below Individual Member's Cost

(3) Provision is not effective until the definition of cost and method of accounting have been established pursuant to enabling provision and for three months or more thereafter as may be fixed by the Code Authority with Administrative approval.

Cash Discounts and Period of Free Credit

(4a) 2/30 days or 2/10 e.o.m. as purchaser elects. Five day tolerance permitted in discount period.

(4b) 2/10 days, e.o.m., except that terms on thread for use of Schiffli and Swiss hand embroidery machines may be 2/30 days or 3/10 days, net 60 days.

(4c) Net 60 days e.o.m.

(4d) 2/10 days, 60 days extra or 3 per cent c.o.d.

(4e) 2/60 days e.o.m. or 3/10 days e.o.m.

(4f) 2/10 days, 30 days extra or 3/10 days, no extra

(4g) 2/10 days, 60 days extra or 2½/10 days, 30 days extra or 3 per cent c.o.d., or 3/10 days from date of invoice or shipment whichever is earlier, no extra.

(4h) 2/10 days, 60 days extra or 3/10 days or 3 per cent c.o.d., effective from date of invoice or shipping memorandum whichever is earlier.

Anticipation of Bills and Rate of Interest

(5a) 6 per cent per annum.

(5b) Legal rate.

Datings

(6a) Shipment on or after the 25th of the month may be dated as of the 1st of the following month.

(6b) Thirty days extra dating on shipments from points east of the Mississippi River to points west of the longitude of Denver, Colorado. See also footnote (6a)

Seasonal Datings

(7) To jobbers, June deliveries may be billed 2/10 days. October 1st and December deliveries may be billed 2/10 days, April 1st.

Inequitable Distribution of Split Shipments and Contracts for Deferred Deliveries

(8a) On make and hold orders, contract must provide that buyer will accept delivery of full quantity specified within contract period, and that shipments will be fairly and equitably distributed throughout the term of the contract. Contracts not for immediate delivery must be in writing for definite quantities and forms filed with Code Authority to be available to all members as soon as effective. Contract period is to exceed three months on contracts for manufacturers' threads not for immediate delivery.

(8b) Five months maximum period, with thirty days extra with approval of Code Authority.

Reporting of Post Sales

(9a) Required of both spinning mills and selling agents. Reports are to include date of order, quantities and descriptions of yarn, delivery specifications, prices and terms of sale. Dissemination is permitted only in summarized form. Reports and summaries are required weekly.

(9b) Required every four weeks on unbranded goods only on reporting form prescribed by Code Authority.

(9c) When members determined by majority vote, all members are required to file weekly reports covering sale of standard numbers sold in previous week, specifying prices on different items classified by quantity. Individual operations may not be disclosed in dissemination of such information. Power to suspend reporting requirements rests with the Code Authority.

Advertising Allowances and Displays

(10) The Prohibition applies to advertising allowances offered or given to induce or consummate a sale but in no way restricts proper expenditures or allowances for advertising or displays actually furnished.

Samples

(11a) Giving free samples to customers for the purpose of obtaining business is not in itself a trade abuse but it is an unfair trade practice if any quantity of thread other than trial sample is given as integral part of sale or as means of making a specific sale.

(11b) Maximum length of free sample is 1/2 yard; beyond this, goods must be charged at regular sales price.

(11c) To wholesalers: 2 per cent of original order is maximum; to each district office of chain store organizations or main office in lieu of district offices: One set of reference samples is maximum; To customers: One swatch less than 1½ yards long of any one style. All other sample requirements must be charged at regular prices.

(11d) Three reference sets and swatches not more than 2" x 4" and not mounted on customer's cards, may be furnished free. All other sample requirements must be charged at full cost, fabric to be figured at sale price.

(11e) Reference sets not exceeding three in number to any one customer may be furnished free. Sample requirements furnished jobbers, catalog houses, chain stores and manufacturers must be charged at full cost, calculating fabrics furnished at sales prices.

Standard Contract Form

(12) Use is mandatory on sales for future delivery.

Standards of Weight

(13) Yarn must be sold net weight. Ball warps, warps on beams and similar put-ups: such yarn must be sold on the basis of calculated weight with 2 per cent tolerance.

Labeling of All Products as to Weight and/or Size

(14) Five per cent tolerance in weight or measure allowed in labeling.

Sales of Sub-standard, Obsolete and/or Used Goods

(15a) May be sold below cost only if clearly invoiced as substandard and/or obsolete and if record of sale is kept and made available to the Code Authority.

(15b) May be sold below cost only if clearly invoiced as sub-standard, obsolete and/or used.

Registration of Trade Marks and Brands with Code Authority

(16) Upon approval of the Administrative Committee of a plan of registration, members may register with the Textile Fabrics Association jacquard designs, twenty-harness dobby designs, prints and such other design or styles as may be considered as novel. Upon registration, such designs or styles shall be confined to registrant for a six months period and for an additional six months if he proves to the satisfaction of the Committee that he has caused the manufacture in further quantity of said design, etc. At the end of the second six months ownership period, registrant may obtain renewals of all rights by semi-annual re-registration.

Quantity Discount on Pooled Orders

(17) If person or firm in whose name sale or contract is made actually establishes a sound financial basis for the credit involved and assumes sole financial responsibility, quantity discount may be granted on the pooled order.

Selling in Competition with Selling Agent

(18) Mills may not grant any allowance in the guise of commissions, brokerage, dealer's discount or fee or secret rebate, advantage, inducement, compensation, gift, or otherwise effect a lower price than mill would quote if dealing through an agent.

Restrictions on Activities of Agents.

(19) Agents may not buy stocks of carded yarn for their own account or that of a subsidiary, affiliate, or parent organization; engage in short

selling; or guarantee price against deadline, except that any agent may sell for his own account yarn taken over by reason of guarantee of purchaser's account or contract.

474. Code of Fair Competition for the Needlework Industry in Puerto Rico
Cost Accounting Systems.

(1) Members' cost accounting systems must utilize the principles of method prescribed pursuant to enabling provision.

Destructive Price Cutting

(2) When no emergency exists, destructive price cutting has meaning promulgated by the Administrator on his own motion or on recommendation of the Code Authority. In an emergency, any price in violation of the minimum established pursuant to enabling provision is deemed destructive price cutting. Exceptions are permitted in order to meet competition which has been reported to the Code Authority and/or if member has endeavored in good faith to make proper use of announced cost estimating methods.

Period of Free Credit

(3) Maximum terms are ten days from date of shipment.

Paying Insurance Costs

(4) Not in strictest sense regulating dealings with customers. Provision requires that contractors and sub-contractors must charge manufacturers and continental manufacturers when premiums paid by former are above his individual interest.

Accessories

(5) Not in strictest sense regulating dealings with customers. Provision requires that cost must be recovered on ribbons, findings or other trimmings furnished manufacturers and continental manufacturers.

118. Code of Fair Competition for the Cotton Garment Industry and its Divisions

Machine and/or Plant Hour Limitations

(1) Operation of machinery is restricted to one shift of forty hours, except cutting machinery, with Code Authority subject to administrative approval empowered to grant relief to members who customarily operate on a two shift basis.

Cost Accounting System

(2) Cost accounting system established pursuant to enabling provision is to be used by members to extent found practicable.

Sales Below Individual Member's Cost

(3) The prohibition against sales below cost is purely inferential. The Code states: "It is intended that sound cost estimating methods should be used and that consideration should be given to costs in the determination of pricing policies."

Price Differentials Between Classes of Products

(4) On sizes larger than standard sizes, additional cost for such larger sizes must be added to price.

Cash Discounts and Period of Free Credit

(52) 3/10 days e.o.m., or 2/10 days, 60 days extra

(5b) 2/10 days, e.o.m.

(5c) 2/10 days, net 30 days.

(5d) 2/10 days, e.o.m., net 60 days or 2/30 days, net 60 days.

(5e) On ladies' leather garments: 8/10 days, e.o.m. On men's and boy's garments to jobbers, mail order houses and chain stores: Net 30 days. See also footnote (8b)

(5f) 3/10 days, e.o.m.

(5g) To jobbers, mail order houses and chain stores operating ten or more stores: 1/10 days, net 60 days.

(5h) "No member . . . shall grant cash discounts in excess of net thirty days."

Anticipation of Bills

(6) Six per cent per annum.

Datings

(7) Shipments on or after the 25th of the month may be dated as of the 1st of the following month.

Seasonal Datings

(8a) Light garments for Spring and heavy garments for Fall may be shipped prior to but not in excess of thirty days in advance of shipping date specified in order, and invoice may be dated as of shipping date specified in order.

(8b) Jobbers, mail order houses and chain store terms: All sales of merchandise in January, February, and up to March 10th may have datings as of March 10th net thirty days; from March 11th to May 31st net 30 days; June 1st to August 10th may have dating as of August 10th, net 30 days. After August 11th, net 30 days, no datings.

Retailers terms: All sales of merchandise from October 1st of current year to May 31st of the following year not to exceed 2/10 days e.o.m. After June 1st the terms granted may be 3/10 days, e.o.m. as of September 1st. See also footnote (5e).

(8e) On flanelette wear for Fall delivery terms may be granted as of August 1st, 8/10 days e.o.m. payable September 10th.

Shipments Smaller Than Specified Minimum

(9) On drop shipment to jobbers of fifty garments or less, a charge of five cents per garment must be made.

Advertising Allowances

(10) Members may pay fifty per cent of the cost of advertising but advertising allowance is not permitted if goods advertised is for resale at less than cost to customer and if advertising is to promote resale of products of any person other than member granting the allowance.

Accepting Return of Other Than Defective Merchandise

(11a) Must be returned within 10 days after receipt of goods.

(11b) Accepting return of garments destroyed, mutilated or damaged by acids, chemicals, etc., or through carelessness, improper washing, etc., or if worn, prohibited.

(11c) Merchandise returned for credit must be accompanied by a written statement stating contents of returned package, reason for return and date of original delivery; must be returned within five days after receipt, for errors in shipment delay in delivery, defective material or workmanship or breach of contract. If returned later, package must be held unopened subject to impartial examination by an impartial representative of the Code Authority.

Permitting Buyer's Cancellation or Repudiation of Contract

(12) On orders cancelled after agreed shipping date, cancellation must be in writing and three days from date of receipt of cancellation must be allowed manufacturer to ship merchandise in work at time of receipt. If no cancellation is received, all merchandise remaining on order must be cancelled by manufacturer two weeks after expiration of date of order. No cancellations prior to shipping date are permitted.

"Standards"

(13) A special agency is to be set up to work in conjunction with the Bureau of Standards to "promulgate regulations to prevent misrepresentation and submit to the Code Authority for submission to the Administrator for his approval a set of standards."

Standards of Size

(14a) Men's and Boy's garments:

1 Juvenile, size 3 - 8
2 Boys, sizes 6 - 18
Men's suede garments, sizes 34-46
Men's horsehide and sheepline garments, sizes 34-48
Ladies garments:
1 Juvenile, sizes 2-6
2 girls, sizes 8-14
3 Misses, sizes 14-20
4 Ladies, sizes 34-42

(14b) Youths' sizes may not exceed age 16 (or size 34) on all garments except shirts. Shirt sizes shall not exceed 14½; Men's extra size shall begin with: Waist 44 for overalls, pants and breeches; Size 48 for coats, combination suits, blazers, windbreakers, vests and other similar garments; Size 17½ for shirts.

Labeling of All Products as to Contents or Ingredients

(15) Material labeling is prohibited unless such material represents the major portion of the fabric of such shirt.

Seconds

(16a) Markings such as may be designated by the Code Authority must be legible in indelible ink on the center of the neckband of each shirt.

(16b) The word "second" must be legibly and indelibly on ticket and white pocket, or if no white pocket on some other conspicuous place.

Sales of Unfinished Product

(17) Prohibition applies to sales of merely cut but unsewn and unfinished garments.

Misrepresentation of any Kind

(18) Code refers specifically to goods, credit terms, values, policies, services or nature or form of business.

Misrepresentation of Product

(19) No merchandise may be designated as "job lots" which does not consist of discontinued styles or seconds.

Compensation to Contractors

(20) A special commission is to be appointed by the Administrator, expenses to be paid by Code Authority, to investigate what shall be fair compensation to be paid by manufacturers to contractors and to report for administrative action.

Contracting Out of Cutting Operations

(21) Cutting operations must be performed by member in his own factory or plant and contractors are prohibited from accepting uncut material for purpose of producing a garment therefrom.

Working on Supplies Furnished by Retailers

(22) Shirts made to measure for retailers' custom shirt departments excepted.

44. Code of Fair Competition for the Boot and Shoe Industry

Cost Accounting System and Sales Below Individual Members Cost

(1) The prohibition against sales below cost is purely inferential. The Code states only that selling below cost is detrimental to the Industry, the inference being drawn from the further requirement that the manufacturer submit upon request a statement from a certified public accountant recognized by the Planning and Fair Practice Committee for the Industry that the manufacturer has a proper cost accounting system, provided further that such statement may not be accepted as final by the Committee either as to cost accounting or selling below cost.

Cash Discounts and Period of Free Credit

(2) 5/30 days from date of order or shipment, fifteen days extra for west of Rocky Mountains.

Rebates, Allowances, Trade Differentials

(3) Prohibited if purpose is subterfuge to evade terms of sale specified in Code.

Advertising Allowances

(4) Contributions to customer's advertising are permitted only if manufacturer's name or trade mark appears in such advertising.

TRADE PRACTICES

	GRAPHIC ARTS																										
	287 Graphic Arts Industries	287A1 Commercial Relief Printing (Graphic Arts)	287A3 Periodical Publishing & Printing (Graphic Arts)	287A4 Book Manufacturing (Graphic Arts)	287A4n Library Binding (Book Manufacturing)	287A4b Superfinish Cover Manufacturing (Book Manufacturing)	287B1 Lithographic Printing (Graphic Arts)	287B2 Steel & Copperplate Engraving & Printing (Graphic Arts)	287B3 Securities and Bank Note Engraving & Printing (Graphic Arts)	287D1 Trade Typesetting (Graphic Arts)	287D2 Trade Lithographic Plate Making (Graphic Arts)	287D3 Advertising Typography (Graphic Arts)	287D4 Trade Mounting and Finishing (Graphic Arts)	287D5 Trade Binding & Paper Ruling (Graphic Arts)	287E2 Bank & Commercial Stationery (Graphic Arts)	287E9 Playing Cards (Graphic Arts)	287E12 Textile & Hosiery Packing (Graphic Arts)	287E13 Ticket and Coupon	287E13a Licensed Railroad Ticket Manufacturers Association (Ticket & Coupon)	287E13b Electric Railway & Bus Ticket Manufacturers Association (Ticket & Coupon)	287E13c Amusement Ticket Manufacturers Association (Ticket & Coupon)	287E13d Clothing Ticket & Numbered Production Systems Manufacturers Assn.(Ticket & Coupon)	287E13e Restaurant Check Manufacturers Association (Ticket & Coupon)	287E13f Coupon Book Manufacturers Association (Ticket & Coupon)	287E13g Thrift Systems Distributors Association (Ticket & Coupon)	287E14 Dry Transfer Manufacturers (Graphic Arts)	287E15 Law Printers (Graphic Arts)
PRODUCTION, CAPACITY AND INVENTORY CONTROL																											
Restrictions on Productive Capacity.....																											
Registration of Replacements And/or Purchases of Productive Equipment.....				N (1)	N (1)	N (1)					I																
FILING OF CIRCULATION DATA																											
Details Specified in Code.....			Hb (2)																								
Publishing Required in Addition to Filing..			X																								
Compulsion on Members to File.....			Hb (2)																								
Information to be Filed with Code Authority (And/or Trade Association).....			X																								
Code Authority to Furnish Reporting Form...			X																								
Available for Inspection by all Interested Parties.....			X																								149
COST ACCOUNTING SYSTEM.....	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)	OOHN (3)
MINIMUM PRICES																											
Sales Below Individual Member's Cost.....	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4b)	Pcb (4a)	Pcb (4c)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)	Pcb (4a)
Price Differentials Between Classes of Products.....																											Nd (5)
TERMS OF PAYMENT																											
Cash Discounts.....				L (6a)	L (6b)	Zd (6c)								P			P		P	P		P	LaPm (6g)	Z (6h)		P	LN (6j)
Anticipation of Bills.....														P												Pd	
Period of Free Credit.....				T (6a)	T (6b)	T (6c)								T (6d)			T (6e)		T (6f)	T (6f)		T (6f)	T (6g)	(6h) T		Td (6i)	TN (6j)
Interest Rate Beyond Free Credit Period....				Z (7a)		Z (7b)																					
Deferred Payment (other than installment sales).....																											
Minimum down payments.....						Z (8)																					

TRADE PRACTICES	267 Graphic Arts	287A1 Commercial Relief Printing (Graphic Arts)	287A3 Periodical Publishing & Printing (Graphic Arts	287A4 Book Manufacturing (Graphic Arts)	287A4a Library Binding (Book Manufacturing)	287A4b Superfinish Cover Manufacturing (Book Manufacturing)	287B1 Lithographic Printing (Graphic Arts)	287C2 Steel & Copperplate Engraving & Printing (Graphic Arts)	287C3 Securities and Bank Note Engraving & Printing (Graphic Arts)	287D1 Trade Typesetting (Graphic Arts)	287D2 Trade Lithographic Plate Making (Graphic Arts)	287D3 Advertising Typography (Graphic Arts)	287D4 Trade Mounting and Finishing (Graphic Arts)	287D5 Trade Binding & Paper Ruling (Graphic Arts)	287E2 Bank & Commercial Stationery (Graphic Arts)	287E9 Playing Cards (Graphic Arts)	287E12 Textile & Hosiery Packing (Graphic Arts)	287E13 Ticket and Coupon	287E13a Licensed Railroad Ticket Manufacturers Association (Ticket & Coupon)	287E13b Electric Railway & Bus Ticket Manufacturers Association (Ticket & Coupon)	287E13c Amusement Ticket Manufacturers Association (Ticket & Coupon)	287E13d Clothing Ticket & Numbered Production Systems Manufacturers Association (Ticket & Coupon)	287E13e Restaurant Check Manufacturers Association (Ticket & Coupon)	287E13f Coupon Book Manufacturers Association (Ticket & Coupon)	287E13g Thrift Systems Distributors Association (Ticket & Coupon)	287E14 Dry Transfer Manufacturers (Graphic Arts)	287E15 Law Printers (Graphic Arts)
Delayed Billing				PdTdN (9)	PdTdN (9)	PdTdN (9)																					
Datings						P																					
Seasonal datings						X (10)																					
FREIGHT AND TRANSPORTATION TERMS																											
F. O. B. Basis of Selling						H										H	H		H							Hd	
Delivered Basis of Selling																											
Absorbtion of Transportation Costs																								P			
Equalization of Freight Rates																							B				
SHIPMENTS																											
Production and Shipments Smaller Than Specified Minimum																										P (11)	
OPEN PRICE SYSTEM																											
Details Specified in Code	X O (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)	X10 (12)
Compulsion on Members to File	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Agency With Which Information is Filed Code Authority (and/or Trade Association)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Products Respecting Which Information is Filed																											
Products designated by Code Authority	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Information Specified in Code to be Filed																											
Prices	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Terms and/or conditions of sale	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Waiting Period Requirements																											
Before any revisions (# days)	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10	7-10
Dissemination of Information																											
Available to all members	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Available to all customers and/or all "interested parties"	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

TRADE PRACTICES	GRAPHIC ARTS																										
	287 Graphic Arts Industries	287A1 Commercial Relief Printing (Graphic Arts)	287A3 Periodical Publishing & Printing (Graphic Arts)	287A4 Book Manufacturing (Graphic Arts)	287A4a Library Binding (Book Manufacturing)	287A4b Superfinish Cover Manufacturing (Book Manufacturing)	287B1 Lithographic Printing (Graphic Arts)	287C2 Steel & Copperplate Engraving & Printing (Graphic Arts)	287C3 Securities and Bank Note Engraving & Printing (Graphic Arts)	287D1 Trade Typesetting (Graphic Arts)	287D2 Trade Lithographic Plate Making (Graphic Arts)	287D3 Advertising Typography (Graphic Arts)	287D4 Trade Mounting and Finishing (Graphic Arts)	287D5 Trade Binding & Paper Ruling (Graphic Arts)	287E2 Bank & Commercial Stationery (Graphic Arts)	287E9 Playing Cards (Graphic Arts)	287E12 Textile & Hosiery Packing (Graphic Arts)	287E13 Ticket & Coupon	287E13a Licensed Railroad Ticket Manufacturers Association (Ticket & Coupon)	287E13b Electric Railway & Bus Ticket Manufacturers Association (Ticket & Coupon)	287E13c Amusement Ticket Manufacturers Association (Ticket & Coupon)	287E13d Clothing Ticket & Numbered Production Systems Manufacturers Association (Ticket & Coupon)	287E13e Restaurant Check Manufacturers Association (Ticket & Coupon)	287E13f Coupon Book Manufacturers Association (Ticket & Coupon)	287E13g Thrift Systems Distributors Association (Ticket & Coupon)	287E14 Dry Transfer Manufacturers (Graphic Arts)	287E15 Law Printers (Graphic Arts)
Filed And Effective Price																											
May not sell at lower price and/or on more favorable terms	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
May meet lowest filed price	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Abandonment of System	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
FILING OF ADVERTISING RATES																											
Compulsion On Members To File			H																								
Adherance to Filed Rates			H																								
"CHANCE ORDERS"												P					P									P	
CONTRACTS FOR DEFERRED DELIVERY																	T (13a)									WGT (13b)	
CONTRACT PERIOD																											
REBATES																											
Rebates	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
Refunds	DC (14a)	DC (14a)	DC (14a)	(14a) DC	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	(14a) DC	DC (14a)	DC (14a)	DC (14a)	DC (14b)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
Commissions	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
Credits	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
(Unearned) Discounts	DC (14a)	DC (14a)	P	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
ALLOWANCES																											
"Allowances"	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
Freight Allowances																	C										
RENDERING FINANCIAL ASSISTANCE TO BUYERS																											
Absorbtion of Carrying Charges														P													
Advertising in School Annuals						(15)																					

TRADE PRACTICES	GRAPHIC ARTS																										
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CONDITIONAL SALES																											
Sales On Consignment or Memorandum	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)	WI (16)
RENDERING ADDITIONAL OR SPECIAL SERVICES																											
Warehousing or Storage																										TC (17a)	TC (17b)
Supplying Engravings, Proofs of Design, Etc.																	WCb (18)										
Special Packaging																										KC (18)	
Printing Customer's Advertising on Product																							X (20)				
Any Additional or Special Services	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
SUPPLYING ADDITIONAL OR SPECIAL GOODS																											
Free Deals	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
Lump Sum Offers																											P (21)
Premiums	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)	DC (14a)
Overruns																	Ld (22)										
FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC.																											
Oral Orders																										P	
Standard Contract Form	IQ	IQ	IQ	IQH	IQH	IQH	IQH	IQ	IQ	IQH	IQ	IQ	IQ	IQH	IQH	IQ	OCH (23)	IQH	IQH	IQH	IQH	IQH	IQH	IQH	IQH	IQ	IQ
Uniform Order Form																										CH	
DEPARTURES FROM CONTRACT																											
Departure From Prices And/or Terms of Contract																	P										
Extending Contract Period																	Cl (24)										
STANDARDS																											
Product Standards					WHd (25)																						
Standards of Content													IQH														
Standards of Size																							L (26)				
Processing Standards									XH (27)																		

TRADE PRACTICE RESTRICTIONS - GRAPRIC ARTS INDUSTRIES

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TRADE PRACTICES	GRAPRIC ARTS																										
	287 Graphic Arts Industries	287A1 Commercial Relief Printing (Graphic Arts)	287A3 Periodical Publishing & Printing (Graphic Arts)	287A4 Book Manufacturing (Graphic Arts)	287A4a Library Binding (Book Manufacturing)	287A4b Superfinish Cover Manufacturing (Book Manufacturing)	287B1 Lithographic Printing (Graphic Arts)	287C2 Steel & Copperplate Engraving & Printing (Graphic Arts)	287C3 Securities and Bank Note Engraving & Printing (Graphic Arts)	287D1 Trade Typesetting (Graphic Arts)	287D2 Trade Lithographic Plate Making (Graphic Arts)	287D3 Advertising Typography (Graphic Arts)	287D4 Trade Mounting & Finishing (Graphic Arts)	287D5 Trade Binding & Paper Ruling (Graphic Arts)	287E2 Bank & Commercial Stationery (Graphic Arts)	287E9 Playing Cards (Graphic Arts)	287E12 Textile & Hosiery Packing (Graphic Arts)	287E13 Ticket and Coupon	287E13a Licensed Railroad Ticket Manufacturers Association (Ticket & Coupon)	287E13b Electric Railway & Bus Ticket Manufacturers Association (Ticket & Coupon)	287E13c Amusement Ticket Manufacturers Association (Ticket & Coupon)	287E13d Clothing Ticket & Numbered Production Systems Manufacturers Assn.(Ticket & Coupon)	287E13e Restaurant Check Manufacturers Association (Ticket & Coupon)	287E13f Coupon Book Manufacturers Association (Ticket & Coupon)	287E13g Thrift Systems Distributors Association (Ticket & Coupon)	287E14 Dry Transfer Manufacturers (Graphic Arts)	287E16 Law Printers (Graphic Arts)
LABELING REQUIREMENTS																											
All Products as to Origin or Trade Mark.....						Xhd (28)								P													
SALE OR OTHER DISPOSAL OF USED EQUIPMENT.....									Pdb (29)																		
PIRACY AND IMITATIONS																											
Piracy of Designs And/or Styles									P																		
Registration of designs or names.....																IA											
Imitation of Trade Marks And/or Other Identifications of Competitor.....							P.																		P (30)		
COERCION, TRESPASS AND INTERFERENCE																											
Unwarranted Threats of Litigation.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Interference With Contracts or Contractual Relations.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Commercial Bribery.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Use of Competitor's Designs And/or Specifications	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
MISREPRESENTATION AND DECEPTION																											
Misrepresentation of Any Kind.....	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)	P (31)
Misrepresentation of Product.....								P (32)																			
Misrepresentation of Affiliations.....																		P									
False And/or Inaccurate Offers.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
False And/or Inaccurate Invoicing.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Inaccurate And/or Misleading Advertising.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Defamation of or Inaccurate Reference to Competitors.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Shipping or Performing at Variance from Contract or Representation.....																											
Substitution of higher quality and/or greater quantity of goods.....																											C

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TRADE PRACTICES	GRAPHIC ARTS																									
	287 Graphic Arts Industries	287A1 Commercial Relief Printing (Graphic Arts)	287A3 Periodical Publishing & Printing (Graphic Arts)	287A4 Book Manufacturing (Graphic Arts)	287A4a Library Binding (Book Manufacturing)	287A4b Superfinish Cover Manufacturing (Book Manufacturing)	287B1 Lithographic Printing (Graphic Arts)	287C2 Steel & Copperplate Engraving & Printing (Graphic Arts)	287D3 Securities and Bank Note Engraving & Printing (Graphic Arts)	287D1 Trade Typesetting (Graphic Arts)	287D2 Trade Lithographic Plate Making (Graphic Arts)	287D3 Advertising Typography (Graphic Arts)	287D4 Trade Mounting & Finishing (Graphic Arts)	287D5 Trade Binding & Paper Ruling (Graphic Arts)	287E2 Bank & Commercial Stationery (Graphic Arts)	287E9 Playing Cards (Graphic Arts)	287E12 Textile & Hosiery Packing (Graphic Arts)	287E13 Ticket and Coupon	287E13a Licensed Railroad Ticket Manufacturers Association (Ticket & Coupon)	287E13b Electric Railway & Bus Ticket Manufacturers Association (Ticket & Coupon)	287E13c Amusement Ticket Manufacturers Association (Ticket & Coupon)	287E13d Clothing Ticket & Numbered Production Systems Manufacturers Assoc'n.(Ticket & Coupon)	287E13e Restaurant Check Manufacturers Association (Ticket & Coupon)	287E13f Coupon Book Manufacturers Association (Ticket & Coupon)	287E13g Thrift Systems Distributors Association (Ticket & Coupon)	287E14 Dry Transfer Manufacturers (Graphic Arts)	287E16 Law Printers (Graphic Arts)
DISCRIMINATION																										
Discrimination Between Buyers "Under Like Terms And Conditions as to Services And/or Privileges			S																							
CUSTOMER CLASSIFICATION																										
Definition of Customer Classes																					X		X			
Sales to Other Than Specified Classes of Customers																			P (33)	P (33)						
DELINQUENT ACCOUNTS				KR	KR	KR																				
TRADE DIFFERENTIALS AND QUANTITY DISCOUNTS																										
Parties to Whom Trade Differentials May Be Granted																					X (34)					
Quantity Discounts Based on More Than One Shipment	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
BIDDING AND AWARDING																										
BIDDING																										
Fake, Fictitious or Blind Bids	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

287 Code of Fair Competition

for the

Graphic Arts Industries

Registration of Replacement and/or Purchases of Productive Equipment

(1) Code Authority is to make a survey of equipment and productive capacity and it is its duty to advise members contemplating purchase of additional equipment if in its opinion such purchase would have a harmful effect upon existing conditions, employment, or over-equipment of the Industry; and it is empowered to arrange for scrapping or other disposal of equipment displaced by new equipment in cooperation with the manufacturer.

Filing of Circulation Data

(2) Each publisher is required to publish in the first copies issued after April 30th and October 30th of each year, circulation data covering six months periods ending December 31st and June 30th respectively. Circulation figures, divided between copies actually sold and copies distributed free, filed with Code Authority to be in sworn statement. Full circulation records are not required where less than five per cent of total space is not advertising.

Cost Accounting System

(3) Members' cost accounting systems must confrom to the principles and be at least as detailed and complete as the method prescribed pursuant to enabling provision, with such variation of application and exceptions as may upon proper showing be approved by the Code Authority. Member may determine costs of products in conformity with the principles and methods of accounting and cost rates and production standards, including the cost of all materials used, or upon cost determination schedules established pursuant to enabling provisions, whichever method results in the lowest costs of its products. Cost determination schedules were approved pursuant to enabling provision for certain relief printing products, etc.

Sales Below Individual Members' Cost

(4) For a period of twelve months after the effective date of the Code, a competitive bid may be met if reported to the Code Authority. Any newspaper or periodical may be sold or delivered by the publishers at less than cost thereof and any bona fide issue of any advertising newspaper may be delivered without cost to the reader.

(4b) Until costs can be determined in accordance with the methods described in footnote (3), establishments prohibited from selling any product listed in an approved and available catalogue already in general use at a price lower than listed in such catalogue after approval of said catalogue by the Administrator, except that this restriction

does not apply to individual orders exceeding $500 in amount nor to combined or contract orders exceeding $5,000 in amount per year. Such orders are also excepted from the selling below cost provision after costs can be computed by the method described in footnote (3).

(4c) Supplementing the provision of the basic code it is provided that box wraps, labels, bands, riders, seals, stickers, etc., must bear the proper proportion of cost to be itemized in the per-thousand prices. Discontinued and obsolete packings are excepted.

Price Differentials Between Classes of Products

(5) Proper additional charge must be made for grade of paper or materials higher than that prescribed as standard for law work.

Cash Discount and Period of Free Credit

(6a) 2/15 of month following billing, net e. o. m. month following billing.

(6b) Supplies may be subject to 2/10 days e. o. m. at the option of seller; sales and service and/or library binding are payable net 10 days, e. o. m.

(6c) 2/10 days from date of invoice, 30 days net.

(6d) Net 20 days e. o. m.

(6e) Net cash 10 days e.o.m. or 30 days net.

(6f) Net 30 days, no cash discount.

(6g) Open accounts: 2.10 days; 30 days net
C. O. D. accounts, net, no discount

Money-with-order accounts: 3% discount

(6h) To customers direct: 2/10 days from date of shipment, 30 days net.

(6i) Net cash or net 30 days

(6j) To points east of Denver; 2/10 days from date of shipment, net 30 days.
To Denver and points west: 2/20 days from date of shipment, net 15 days.

Interest Rate Beyond Free Credit Period

(7a) Legal rate bearing Trade acceptances must be given not later than e.o.m. following date of billing.

(7b) Legal rate must be charged 30 days from date of invoice.

Minimum Down Payments

(8) On C. O. D. orders 50% must be deposited with order, balance paid on delivery.

Delayed Billing

(9) Composition, plate making, paper and printing must be billed when completed; binding on completion of specific order or at option of binder as books are shipped; unshipped trade books must be billed within 6 months after completion; and all unshipped subscription and text books within one year after completion. Folding, plating, gathering and/or sewing of all unordered sheets when such work is performed by the binder must be billed within 1 year after completion. Quantity orders on a deferred billing basis are permitted if terms and conditions are approved by the Code Authority.

Seasonal Datings

(10) 5% special discount on order received on or prior to February 15th for manufacture prior to July 1st which are accompanied by a dummy, approved sketch and complete manufacturing instructions, provided such order is shipped and billed upon completion and invoice is paid on the cash discount date.

Production and Shipments Smaller than Specified Minimum

(11) 5,000 transfers of design is the minimum order which may be accepted for manufacture; 1,000 transfers from manufactured stock is minimum which may be shipped.

Open Price System

(12) Open price system adopted by any code group must "substantially conform" to provisions specified in code. Provides for filing of "prices and/or hourly rates and production standards used and/or determination schedule and/or catalogue as such plan may require, together with terms and conditions of sale of all products included in such open price plan." Group plan may except certain establishments from filing; 7 days is minimum waiting period and 10 days maximum waiting period. May meet lowest filed price for a period not exceeding 10 days after the effective date of any revised list.

Contracts for Deferred Delivery

(13a) Maximum period one year from date of order or contract.

(13b) Blanket contracts placed to protect customers on a minimum price basis are prohibited unless written and subject to order form prescribed by the group, and subject to all other fair trade practices set forth in code. Minimum quantity for which such contract may be accepted is 1,000,000; transfer to be consummated within 12 months from date of contract and only if customer agrees to accept invoice at end of year for an additional charge representing difference, if any, in price on the quantity consumed at such price

schedule and price contained in the contract.

Rebates, Refunds, Allowances, Services, Free Deals, Premiums, etc.

(14a) Prohibited if discriminatory between customers of the same class and if resulting in sales in violation of selling below cost provision.

(14b) Where a brand owner has paid for packings or labels remaining in the stock of the manufacturer, he is entitled to reimbursement for amount due when payments are made by other than him against withdrawals. See also footnote 14a.

Advertising in School Annuals

(15) Limited to 2½% of the total cover contract price as billed by manufacturer.

Sales on Consignment or Memorandum

(16) Prohibited except under signed contract or regulations prescribed by the Code Authority.

Warehousing or Storage

(17a) Transfers carried on order or contract beyond 1 year must be charged 1% per month on balance for storage.

(17b) "No establishment shall hold standing matter beyond 30 days following end of month during which job is completed without making a monthly charge to customer in accordance with methods incorporated in the cost system approved for the industry."

Supplying Engraving, Proofs or Designs, etc.

(18) Making of engravings or originals must be covered by a definite order from prospect or customer and charge not less than cost must be made. Charge may be remitted if order for quantity of packing is placed within 120 days from date of order for proofs.

Special Packing

(19) Special charge must be made for variations from uniform methods - e. g., for sheeting of transfers and for rolls containing less than 2500 transfers.

Printing Customer's Advertising on Product

(20) Advertisement of a jobber, dealer or distributor of restaurant checks shall only appear on such checks provided the name of the manufacturer also appears; and all restaurant checks so printed shall be classified as specially printed restaurant checks.

Lump Sum Offers

(21) Prices must be quoted per page of standard measurement plus rate per hour for author's alterations, for a particular number of copies, plus specific charges per unit for blank pages, extra proofs, reprint, inserts and other extra charges above standards to which page rates apply.

Overruns

(22) Limited to 10% on order for branded packing and labels for deferred deliveries, neutral labels or packings excepted.

Standard Contract Form

(23) Contracts must "substantially conform" to contract approved pursuant to enabling provision.

Extending Contract Period.

(24) Permitted only when 80% of quantity ordered has been withdrawn and then only with minimum charge of 1% per month on balance.

Product Standards

(25) Standards to govern Class "A" library book binding shall be specification of the Book Manufacturers' Institute when approved by the American Library Association.

Standards of Size

(26) Group #1 - maximum size 13½ square inches.
Group #2 - maximum size 18½ square inches.
Group #3 - maximum size 24 square inches.

Processing Standards

(27) Code prohibits use of die stamping or embossing, photo-processing work or machine engraving for script or other lettering in the preparation of any steel engraved security and requires that steel engraved vignettes be hand line engraved without use of photo-process.

Labeling of All Products as to Origin or Trade Mark

(28) In lower right hand corner of back lid on all classes of school annual covers.

Sale of Used Equipment

(29) Provision prohibits sale or other disposal of steel engraving, roll or die which has been used in preparation of any bank note or security or blank steel engraved borders usable for securities, except that the assets of any establishment may be sold to another establishment in the division through merger or in furtherance of liquidation.

(30) Provision includes prohibition of appropriation, or imitation of exclusive plans, products, ideas, service, forms, designs or systems originated or developed by any competitor.

Misrepresentation of any Kind

(31) Code refers specifically to products, production facilities, merchandise, service or terms.

Misrepresentation of Product

(32) Provision prohibits representing printing treated with substances that fuse and raise under heat treatment, simulating engraving, as engraving; and/or representing as hand engraved any plate or die produced by an engraving machine.

Sales to Other Than Specified Classes of Customers

(33) Sales to other than consumers and/or manufacturers of such products are prohibited.

Parties to whom Trade Differentials May be Granted

(34) Wholesale prices may be granted to groups of theaters under one general management with total seating capacity of not less than 10,000.

TRADE PRACTICES	CONSTRUCTION																						
	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalsomin Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo and Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting	244-18 Building Granite Industry	244-19 Construction Mess Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
COST ACCOUNTING SYSTEM		1A	OA (1a)	1A		OA (1b)	OA (1b)	OA (1b)	OA (1b)		OA (1b)	VNA (1c)	OA (1b)	OA (1b)	OA (1b)	OA (1b)	OA (1b)	OA (1b)		OA (1b)				OA (1b)
MINIMUM PRICES																							
Sales Below Individual Member's Cost					POA (2a)		P (2b)	P (2c)	P (2d)		P (2e)	P (2f)	POA (2a)	POA (2a)	Pc (2g)	P (2h)			Pc (2i)	Pc (2j)			P (2f)	
Minimum Prices In Emergency									IAH							IAH							IAH	
Destructive Price Cutting																KPc (3)							P	
TERMS OF PAYMENT																								
Period of Free Credit													Tb (4)											
Interest Rate Beyond Free Credit Period							Z (5)																	
Deferred Payments (other than installment sales)													C										I (6)	
Agreeing on payments contingent on money due from other sources							P																	
Delayed Billing																								
Retained percentages							I (7)				P													
Terms And/or Conditions of Sale																								WIA
FORMS OF PAYMENT																								
Accepting Other Than Lawful Money							P																	
Accepting (or giving) Stock And/or Real or Personal Property, Etc											E (8)								E (8)					E (8)
FREIGHT AND TRANSPORTATION TERMS																								
F.O.B. Basis of Selling																					H			

CONSTRUCTION

TRADE PRACTICES	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalsomin Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo and Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
OPEN PRICE SYSTEM																								
Details Specified in Code									XIA															
Compulsion on Members to File									H															
Agency With Which Information is Filed																								
Code Authority (and/or Trade Association)									X															
Products Respecting Which Information is Filed																								
Products designated by Code Authority									A															
Information Specified in Code to be Filed																								
Prices									X															
Terms and/or conditions of sale									X															
Discounts									X															
Waiting Period Requirements																								
Effective on date specified by member									X															
Dissemination Of Information																								
Sent to all members									X															
Available to all customers									X															
Filed And Effective Prices																								
May not sell at lower price and/or on more favorable terms									X															
PRICE GUARANTEES AND OTHER OFFERS OF PRICE PROTECTION																								
Guarantees Against Price Increases											Pb (9)	Pb (9)												
SALES IN OTHER REGION IN VIOLATION OF REGULATIONS OF SUCH REGION													P											
REBATES																								
Rebates		D	D	D	S	SD	S	SD	S	S		S	S	S	S	S	S	S	S	S	P		S	S
Refunds		D	D	D	S	SD		SD		S		S	S	S	S	S	S	S	S	S	P		S	S
Commissions					S	SD	S	SD	S	S		S	S	S	S	S	S	S		S	P		S	S
Credits						SD		SD		S		S	S	S	S	S	S	S			P			S
(Unearned) Discounts		D	D	D	S	SD	S	SD		S		S	S	S	S	S	S	S					S	S

TRADE PRACTICES

CONSTRUCTION

TRADE PRACTICES	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalsomin Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo and Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting Industry	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
ALLOWANCES																								
"Allowances"		D	D	D		E		E		E			E	E	E	E	E	E			E			E
PAYMENT OR DIVERSION OF COMMISSIONS OR FEES TO BUYERS OR THEIR AGENTS																								
Split Commissions																					P			
RENDERING FINANCIAL ASSISTANCE TO BUYERS																								
Subsidizing or Financing Buyer																							P	
ASSUMPTION OF LIABILITIES NOT "REASONABLY" SELLERS																								
Assuming Liability For Error in Plans And/or Specifications Furnished by Buyer		P	P	P																				
Assuming Liability for Consequential Damages											P													
PRODUCT AND MAINTENANCE GUARANTEES																								
"Product Guarantees"											T (10)													
Maintenance Guarantees																								
FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC.																								
Oral Offers		P	P	P								Pb (11)												
Offers Omitting Terms of Payment															P									P
Offers Omitting Other Significant Specified Detail																					P (12)			
Orders Omitting Other Significant Specified Detail											P (13)								P (14)					
Standard Contract Form								1A		VVA (14)		VVA (14)	1A				1A			OAH	OA			
Standard Quotation Form																				OAH	OA			
DEPARTURES FROM CONTRACT																								
Departure From Prices And/or Terms of Contract							PN (15a)		Pb (15a)															
Collateral Agreement Not to Enforce Part of Contract									P															

CONSTRUCTION

TRADE PRACTICES	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging, & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalsomin Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo and Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting Industry	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
STANDARDS																								
Product Standards											VYA (16a)					OAH (16b)	IA (16c)							
Standards of Performance											VYA (16a)		OAH											
Standards of Public Safety and Health							IA								IAH		OA		VAH (17)					
SALES OF SUBSTANDARD, OBSOLETE AND/OR USED GOODS																								
Discontinued And/or Obsolete Merchandise													KM (18b)						N (18d)					
Seconds													N (18d)											
Used Goods															M (18c)				N (18d)					M (18c)
Rebuilt And/or Reconditioned Merchandise															M (18c)									M (18a)
Mill Remnants													M (18b)											
RENDERING ADDITIONAL OR SPECIAL SERVICES																								
Supplying Sketches, Designs, Plans, Etc.					(19)																			
Estimating					(19)																		C	
Erection And/or Installation														WC (20)										
Maintenance									(21)															
Any Additional or Special Services		D	D	D										WC (20)										
SUPPLYING ADDITIONAL OR SPECIAL GOODS																								
Lump Sum Offers								M						M		M								
Combination Offers And/or Sales							KC	KM			M (22)	M (22)	P	KM	CM (22)	KM	M	M	KCM (22)	M (22)	M (22)			M (22)
SALES OF UNFINISHED PRODUCTS								STAY P (23)																

TRADE PRACTICE RESTRICTIONS - CONSTRUCTION INDUSTRIES

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TRADE PRACTICES

	CONSTRUCTION																							
	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalsomin Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo and Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
COERCION, TRESPASS AND INTERFERENCE																								
Unwarranted Threats of Litigation						P								P		P	P	P				P		
Espionage of Competitor												P								P				
Espionage of Competitor's Bid							P																	
Interference With Contracts or Contractual Relations						P		P			P		P	P	P	P	P		Pb (24)	P				P
Commercial Bribery					P	P	P				P	P	P	P	P	P	P	P	P			P		P
Use of Competitor's Goods And/or Services																						J		
Ordering in Excess of Estimated And/or Actual Requirements											P								P					
MISREPRESENTATION AND DECEPTION																								
Misrepresentation of Any Kind												P (25a)	P (25b)	P (25b)	P (25b)	P (25b)	P (25b)	P (25b)		P (25b)				P (25b)
Misrepresentation of Product														P			P							
Misrepresentation of Services																						P		
Misrepresentation of Affiliations																						P		
False And/or Inaccurate Offers														P		P		P						
False And/or Inaccurate Invoicing														P		P		P	P (26)					
Inaccurate And/or Misleading Advertising												P	P	P	P	P	P	P	P (26)	P				P
Inaccurate or Deceptive Labeling, Branding, Marking or Packing													P	P		P			P (26)					
Deceptive Selling Methods																		P						
Defamation of or Inaccurate Reference to Competitor						P	P				P	P	P	P	P		P	P	P			P	P	P
Shipping or Performing at Variance from Contract or Representation					J			J				M (27)		J		MJ	P	J	J					P
Substitution of higher quality and/or greater quantity of goods																					C			
Substitution of inferior grade or lesser quantity of goods								J			J			J		MJ	M	M						
Failure to Inform Subcontractor if lien rights Waived		P	P	P																				

CONSTRUCTION

TRADE PRACTICES	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalamein Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo And Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
DISCRIMINATION																								
Discrimination Between Buyers Under "Like Terms And/or Conditions" as to Prices And/or Terms												S												
Discrimination Between Any Customers as to Prices And/or Terms																			W (28)					
Discrimination Between Customers of Same Class as to Services And/or Privileges										S			P	P	S	S	S	S			P			S
Discrimination Between Buyers Under "Like Terms and Conditions" as to Services And/or Privileges					S		P					S								S			S	
Discrimination Between Any Customers as to Services And/or Privileges						S		S											W (28)					
DELINQUENT ACCOUNTS							KR (29)																	
ADHERANCE TO SELLER'S CODE BY CUSTOMERS																								
Sales to Customers Not Adhering to Code Provisions Relating to Awarding Authorities				I				P	P	P	P	P		P	P		P	P	P		PW (30)			
DEALINGS WITH AGENTS, BROKERS OR OTHER CONTROLLED SALES REPRESENTATIVES																								
List of Agents																					R			
Contracts With Agents																					R			
Fees to Agents																					W			
BIDDING AND AWARDING BIDDING																								
Bid Peddling	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP
Submission of Sub-Contractor's Bid to Contractor	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)	I (31)
Submitting Bid After Opening of Bids		I (32a)	Ib (32a)	Ib (32a)					Pb (32b)															
Collusion Between Bidders in Preparation of Bid	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bidding Below Cost		IAH	IAH	IAH																				
Bidding on Other Than Requirements of Plans and Specifications												P			L (33)								P	JL (33)
Under Estimating Quantities or Making Inadequate Specifications													P										P	P
Submitting Bid if Closing Date is not Set and Project not Identified																				P (34)				
Submitting Bid if Quantities are Indefinite									C (35)															

CONSTRUCTION

	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Kalsomin Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo and Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
Submitting Alternates Unless Competitors Have Same Privilege		P	P	Pb (38)								P											P	
Bidding When Plans And/or Specifications not Changed																				I (37a)	I (37b)			
Bidding on Revised Plans And/or Specifications		M (38c)	M (38c)	M (38c)																Pr (38b)	Pr (38c)			
Submission of Bid to More Than One Contractor																				WTr (39)				
Submission of Joint Bids																				M (40)	W (40)			
Bidding on Competitor's Goods																					Jo (40)			
Withdrawal of Bid																				Tb (40)	R			
Collateral Agreement to Accept Lower Prices Than Bid		P	P	P																				
Accepting Contract at Other Than Original Bid																					P			
Bidding Without Adequate Capital And/or Other Qualifications to Perform		P	P	P																				
Failure to Furnish Evidence of Financial Standing on Request of Awarding Authority		P (43)	P (43)	P (43)																				
Accepting Financing From General Contractor And/or Sub-Contractor		W (44)	W (44)	W (44)																			P	
Filing of Sealed Bids	I	I	I	I	I	I	H (45a)	H (45b)	H (45c)	D	XI (45d)	H (45e)	I	H (45f)	H (45g)	H (45h)	H (45i)	H (45j)	H (45k)	H (45l)	H (45i)	I	D	H (45m)
AWARDING																								
Bid Shopping	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP	KP
Considering Alternate Proposals	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
Awarding at Other Than Bidder's Original Price	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Accepting Rebates, Discounts And/or Allowances Not Included in Original Bid	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Furnishing Inadequate Plans And/or Specifications	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Failure to Designate Specific Closing Time And/or Place	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Furnishing Discriminatory Plans And/or Specifications	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Inviting Unnecessary Number of Bids	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Accepting Uninvited Bids	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)
Inviting Bids From Unreliable Bidders	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)	P (47)
Accepting Possibly Erroneous Bid Without Proof by Bidder	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Requiring Excessive Number of Alternative Bids	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Delaying Award or Rejection of All Bids	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)	Tb (48)

TRADE PRACTICE RESTRICTIONS - CONSTRUCTION INDUSTRIES

6256

TRADE PRACTICES

	CONSTRUCTION																						
	244 Construction Industry	244-1 General Contractors Industry	244-1A Highway Contractors Industry (General Contractors)	244-1B Heavy Construction & Railroad Contractors Industry (General Contractors)	244-2 Painting, Paperhanging & Decorating Industry	244-3 Elevator Manufacturing Industry	244-4 Air Applied Concrete Contracting Industry	244-5 Tile Contracting Industry	244-6 Electrical Contracting Industry	244-7 Mason Contractors Industry	244-8 Roofing & Sheet Metal Contracting Industry	244-9 Plumbing Contracting Industry	244-10 Resilient Flooring Contracting Industry	244-11 Wood Floor Contracting Industry	244-12 Insulation Contractors Industry	244-13 Reclamation Industry	244-14 Plastering & Lathing Contracting Industry	244-15 Terrazzo And Mosaic Contracting Industry	244-16 Heating, Piping & Air Conditioning Contractors Industry	244-17 Marble Contracting Industry	244-18 Building Granite Industry	244-19 Construction News Service Industry	244-20 Stone Setting Contractors Industry	244-21 Cork Insulation Contractors Industry
Accepting Bids After Closing Date.....	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (48)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)	P (46)
Rejection of Bids.....	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W
Calling For New Bids After Rejection of All Bids.....	Pb (49)	Pb (48)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (48)	Pb (45)	Pb (48)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (48)	Pb (49)	Pb (49)	Pb (49)	Pb (49)	Pb (49)
Revealing Bids to Competitors Before Closing Date.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Collusion With Bidders in Preparation of Bid.....	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Calling for Names of Sub-Contractors Before Making Award.....	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B

244 Code of Fair Competition

for the

Construction Industry

And its supplements

Cost Accounting System

(1a) Members are to use cost accounting system, when established pursuant to enabling provision, to the extent found practicable.

(1b) Members are to utilize the principles of the cost accounting system established pursuant to enabling provision.

(1c) Members are to use principles and methods as detailed and complete as the system set forth in simplified course of accounting for Master Plumbers or Heating Contractors formulated by the Plumbing and Heating Industry Bureau, with such variations as may be approved by the Code Authority and Administrator, and made supplemental to the simplified course of accounting for Master Plumbers or Heating Contractors.

Sales Below Individual Member's Cost

(2a) Provision prohibits sales below the reasonable estimate of the sum of the following items of cost: materials, labor, job expense, general overhead. These items of cost are further defined in the code. Overhead is to be assumed at 10% of other items of cost until the Code Authority with administrative approval determines the lowest reasonable percentage of overhead costs during the period from 1927 to 1932, which percentage shall then be used instead of the 10%.

(2b) Until the cost accounting system is established pursuant to enabling provision, estimated cost is to be the sum of following items: labor and supervision at job site, all materials to be used in the contract, transportation of equipment and materials, railroad fare or equal and/or hotel expenses if chargeable to the job, municipal permits if any, cost of public liability and workmen's compensation insurance and maintenance and surety bonds, maintenance, depreciation, repairs and rentals of tools and equipment used on the individual contract in accordance with income tax schedules, power and any other direct expense properly applicable to the individual contract, allowance of not less than 12% of other items of cost for overhead.

(2c) Cost is to be determined pursuant to the cost finding and estimating methods when established pursuant to enabling provision, provided that items of depreciation on unused facilities, interest on indebtedness, interest on investment or selling expenses are not to be included in estimated costs.

(2d) Cost is to be determined pursuant to cost finding and/or estimating methods established pursuant to enabling provision; defined as sum of the following items of cost: materials, labor, job expense and overhead excluding items of depreciation on unused facilities, interest on indebtedness, interest on investment or selling expenses. Items of cost are further defined in the code.

(2e) Until a uniform system of accounting and cost finding is established pursuant to enabling provision, estimated cost to be computed as sum of the items given in footnote (2d).

(2f) Cost is to be the sum of materials plus labor, plus overhead, as determined in accordance with the principles of cost accounting established pursuant to enabling provision.

(2g) Until the cost accounting system is established pursuant to the enabling provision, the estimated cost is to be the sum of the following items: All material to be used in the contract, labor and supervision at the site, compensation and liability insurance, workmen's traveling expenses, board for workmen, freight and cartage, cost of material and labor for scaffolding less salvage value of material so used, equipment repair and rentals applicable to the individual contract, any other direct expense applicable to or caused by the execution of the individual contract, allowance of not less than 15% of sum of other items of cost for overhead.

(2h) Prohibition is inferential from statement: "When no declared emergency exists . . . there is to be no fixed minimum basis for prices but it is intended that sound cost estimating methods should be used."

(2i) Estimated cost is defined as sum of estimated cost of labor including liability and compensation insurance, and cost of material including freight and cartage, filing fees and other direct expenses applicable to the job, and not less than 12½% of the sum of the cost of labor and materials for overhead.

(2j) Until items and methods and/or formula are determined pursuant to enabling provisions, allowable cost is defined as the sum of a bona fide estimate of the following items: materials, labor and supervision at the site, job expenses, including items specified in code, and allowance of not less than 10% of the sum of other items for overhead, selling and administrative expense, but excluding costs of depreciation on unused facilities, interest on indebtedness, interest on investments, or for selling expenses other than included in the 10%.

(2k) Prohibition is inferential from statement - "It is intended that sound cost estimating methods should be used and consideration should be given to costs in the determination of pricing policies". Also contracts not including labor and material costs are prohibited.

Destructive Price Cutting

(3) When no emergency exists destructive price cutting has

meaning declared in rules and regulations promulgated by Administrator on his own motion or on recommendation of the Code Authority; in an emergency, destructive price cutting is any sale in violation of minimum price established pursuant to enabling provisions. Competition being met must be reported to the Code Authority. Destructive price cutting may be defended also as a method of disposing of dropped lines or seconds, or if member has endeavored in good faith to make proper use of cost estimating methods.

Period of Free Credit.

(4) Net 30 days after completion of work except on general contract; terms of payment to be incorporated in the general contract.

Interest Rate Beyond Free Credit Period

(5) Legal rate of interest.

Deferred Payments

(6) 10 days after the general contractor has been paid, payment must be made in full.

Retained Percentages

(7) Money retained for purposes other than maintenance must be paid within 30 days after acceptance of work contracted for.

Accepting (or giving)Stocks and/or Seal on Personal Property, etc.

(8) Prohibited if accepted or given at more than fair market value, to be determined in doubtful cases by independent and competent appraisal.

Guarantees against Price Increases

(9) Permitted if contractor is protected against decline.

"Product Guarantees"

(10) 2 years from completion of work.

Oral Offers

(11) Bids having value of less than $75 excepted.

Offers Omitting Other Significant Specified Detail

(12) Each bid must name stock and quarry on which bid is based and place and conditions of delivery.

Orders Omitting Other Significant Specified Detail

(13) All orders must identify job for which order is placed.

Standard Contract Form

(14) Standard Form of Contract Document of the American Institute of Architects is recommended as the basis for contracts.

Departure from Prices and/or Terms of Contract

(15a) In case of bona fide dispute as to amount due, the contractor may grant a reasonable concession if approved by the Code Authority.

(15b) Bids and prices may be altered only in case of, and only to the extent of, a change in wages or material prices, or in case of change in plans and specifications.

Product and Performance Standards

(16a) The following standards are recommended when methods of doing sheet metal work are not clearly shown on drawings or in specifications prepared by architects. Standard Practice in Sheet Metal Work published by the National Association of Sheet Metal Contractors of the United States, Inc.; Slate Roofs published by the National Slate Association; for composition or built-up roofs, specifications approved by the United Roofing Contractors Association of North America; in installing warm air furance and heating systems or making repairs or alterations where feasible to abide by Standard Code of Gravity Warm Air Heating and Air Conditioning Association; and other standards approved by the Code Authority.

(16b) Classifications, dimensional standards and quality specifications are to be studied in cooperation with a Federal governmental agency, preferably the Bureau of Standards.

(16c) Code specifies classifications, standard grades and quality, and specifications for materials and services.

Standards of Public Safety and Health

(17) Installations must be in accordance with applicable municipal state laws and Engineering Standards of the Association unless otherwise required by plans and specifications of owners; for welding process, Welding Standards and Specifications of the Association to be adhered to.

Sales of Sub-Standard, Obsolete and/or Used Goods

(18a) May be sold below cost if clearly designated as discontinued and/or obsolete.

(18b) Must be designated at time of sale and on invoice as sub-standard etc. Manufacturers' labels to this effect may not be removed.

(18c) Code states only that proposals shall be based on new

materials unless otherwise clearly stated in the proposal or unless offered and installed as other than new material.

(18d) Must be offered and installed as second-hand, obsolete or outmoded.

Supplying Sketches, Designs, Plans, Etc., and Estimating

(19) Reasonable fee must be charged when sketches, designs, plans, Etc., and/or estimates are requested by customer for information only.

Erection and/or Installation

(20) Code specifically names the following services which may not be performed without charge unless expressly stated in contract or specifications: Services rendered in connection with the placing of the sub-base or foundation flooring in proper condition to receive the finished flooring or in obtaining free and clear working space; services required as a result of failure of purchaser to so arrange progress of operation as to permit one continuous uninterrupted installation or as a result of failure of purchaser to provide electrical power and light when necessary; services required as a result of failure of purchaser to provide free use of elevator, hoist and operator when necessary; costs incurred for insurance of materials delivered to or installed in the premises.

Maintenance

(21) Maintenance and cost of current may be assumed only on a percentage basis.

Combination Offers and/or Sales

(22) Price for work of this division must be stated separately.

Sales of Unfinished Products

(23) Prohibition applies to sale of unset tile.

Interference With Contracts or Constractual Relations

(24) With approval of the Code Authority, member may point out that work awarded does not conform in quantity or quality to plans or specifications on which said work was quoted.

Misrepresentation of Any Kind

(25a) Code refers specifically to products, workmanship, credit terms, values, policies, conduct and services.

(25b) Code refers specifically to goods, credit terms, values, policies, service, and nature or form of business.

False Invoicing, Inaccurate Advertising and Deceptive Labeling

(26) Provision prohibits reference in invoicing, advertising and/or labeling to quantity or quality of materials, fixtures, apparatus or installations so as to mislead or deceive purchasers.

Shipping or Performing at Variance with Contract or Representation

(27) Proper adjustment in quoted price and clear identification of nature of substitution required.

Discrimination

(28) Provision prohibits granting services, privileges, or price or terms not specifically mentioned in original plans and specifications.

Delinquent Accounts

(29) Code Authority is to disseminate the information for protection of members. Payment delayed beyond sixty days is considered delinquent.

Adherence to Seller's Code by Customers

(30) Customers who resell granite must agree not to split commission or sell except in compliance with member's Code.

Submission of Sub-Contractor's Bid Contractor

(31) Sub-contractor's bid to contractor must be delivered at least twenty-four hours prior to time set for receipt of contractor's bid by awarding authority.

Submitting Bid After Opening of Bids

(32a) Not permitted within ninety days after opening, unless plans and specifications are changed.

(32b) Prohibited unless closing date is extended or new bids are called for.

Bidding on Other Than Requirements of Plans and Specifications

(33) If a project has been serviced by an approved survey bureau, quantities which when similarly priced must not be more than two per cent lower than price based on use of correct qualities and/or quantities furnished by the Survey Bureau, whichever is lower.

Submitting Bid if Closing Date is Not Set and Project Not Identified

(34) Every bidder is required to notify the Code Authority of the closing date named in request for bid and if different closing dates are named, Code Authority is to set closing date.

Submitting Bid if Quantities are Indefinite

(35) Permitted only on a cost plus basis.

Submitting Alternates Unless Competitors Have Same Privilege

(36) Alternate proposals for construction operations are exempt from this provision when such alternate proposals are not prohibited by awarding authority, and are made by members as a result of initiative, ingenuity and/or engineering, proposing methods, design and/or conduction procedure differing from that called for in plans and specifications.

Bidding When Plans and/or Specifications Not Changed

(37a) Members may not bid on same plans and specifications after set of competitive bids have been submitted, for ten months after closing date.

(37b) If lowest original bid was $25,000 or more, no member may change bid for 180 days; if less, 120 days.

Bidding on Revised Plans and/or Specifications

(38a) Supplemental bids based on changes in plans and specifications must reflect only the true value of such changes.

(38b) If revision in specification as to quality and/or quantity of marble does not amount to twenty-five percent of that originally called for, or if more than twenty-five percent of the marble of kind called for in original specifications is included, no member who did not submit a bid on the original specifications is permitted to bid on revised plan.

(38c) If revision in specifications requires changes of less than twenty-five per cent of cubic quantity of granite, only bidders who originally submitted bids may bid and only on same basis as original bid. If lowest bid filed originally amounted to less than $25,000 above statement effective for one hundred and twenty days, otherwise one hundred and eighty days from time of filing original bids. If change is twenty-five per cent or more, any member may bid.

Submission of Bid to More Than One Contractor

(39) For ten months after closing date members who originally submitted bids are the only ones permitted to submit bids on the job to any additional contractors, and such bids may not be lower than the ones originally submitted.

Submission of Joint Bids

(40) Such bids must be designated as joint bids and must designate names of concerns interested.

Bidding on Competitor's Goods

(41) Special granites, any one of which amount to less than five per cent of the total granite cube, excepted.

Withdrawal of Bid

(42) Withdrawal is permitted after date specified within which bid must be acted upon or if no such statement has been made, thirty days after closing date. Withdrawal because of error is permitted at any time.

Failure to Furnish Evidence of Financial Standing on Request of Awarding Authority

(43) Such evidence must be furnished on standard questionnaire forms developed and approved and available through Joint Conference on Construction Practices, Washington, or other forms receiving administrative approval.

Accepting Financing From General Contractor and/or Sub-Contractor

(44) Such fact must be set forth in original contract.

Filing of Sealed Bids

(45a) Required to file proposals amounting to $250 or more with depository designated by Code Authority, which will be kept sealed and confidential until after letting of contract, after which successful bidders' proposal may be disclosed to all bidders.

(45b) Required to file all competitive bids, including alternates and revisions, with Code Authority or other agency designated by it, which may not be opened until twenty-four hours after time specified by awarding authority for receipt and opening of such bids. Agency required to send to each member filing bid, within forty-eight hours after such opening, a list of names and addresses of bidders indicating amounts of bids, alternates, modifications and exceptions. Code Authority empowered to investigate bids upon complaint of any bidder.

(45c) Required to file bids amounting to more than $250, or less sum determined by Local Administrative Committee, with depository designated by Code Authority. Copies of all bids and details of contract award sent to each bidder who pays committee his share of cost of handling, tabulating and distributing, after award of contract or opening of bids. Code Authority empowered to investigate bids upon complaint of any bidder.

(45d) Regional or local administrative committee desiring to install a method of checking competive bids, to use depository designated by the Code Authority. After contract awards or opening of bids, Committee to send copies of bids and details of contract award to each bidder who pays his share of cost of handling, tabulating and distributing Code Authority empowered to investigate bids on complaint of any bidder.

(45e) Required to file bids at least two hours prior to submission of bid amounting to $75 or more, with the Code Authority or agency designated by it, to be kept sealed and confidential until letting of contract or at least twenty-four hours after bid is due, after which all bids may be disclosed to all bidders.

(45f) Required to file bids in excess of $100, including alternates and revisions, or such lesser sum as determined by the Code Authority, with agency designated by the Code Authority, which shall be kept sealed and confidential until twenty-four hours after time specified by awarding authority for receipt of bids. Within three days after award of contract each bidder to be sent amounts of bids only. The Code Authority empowered to investigate bids upon complaint of any bidder.

(45g) Required to file all bids amounting to $100 or more, with complete tabulation of quantities of materials itemized and revisions, with depository designated by the Code Authority, which shall be kept sealed and confidential until after bids are received and opened, following which the bid and list of quantities of lowest bidder may be disclosed to all bidders.

(45h) Required to file all competitive bids in excess of $300 and alternates and revisions with agency designated by the Code Authority, which shall be kept sealed and confidential until twenty-four hours after time specified by awarding authority for receipt and opening of bids. Within five days after opening, on request of any bidder, names, and addresses, amounts of all base bids, alternates, modifications and exceptions to be sent to all members who filed bids.

(45i) Required to file all bids in excess of $200 or such lesser sum as determined by the Code Authority, and all alternates and revisions, with agency designated by the Code Authority, which shall be kept sealed and confidential until twenty-four hours after time specified by awarding authority for receipt of bids. Within three days after award of contract, amounts of bids only to be sent to all bidders. The Code Authority empowered to investigage bids upon complaint of any bidder.

(45j) Required to file all bids amounting to $250 or more, and revisions, simultaneously with submission of bid, with agency designated by the Code Authority, which shall be kept sealed and confidential until twenty-four hours after bids are due, or until letting of contract, after which low or successful bids may be disclosed to all bidders. The Code Authority empowered to investigate bids upon complaint of any bidder.

(45k) Required to file all bids amounting to $1,000 or more simultaneously with submission of bid with commissioner, to be kept sealed and confidential until after closing date. On day after closing date or as near thereafter as possible, amount of competitive bids, names of bidders, and names of those to whom bids were submitted shall be mailed to all bidders. Preliminary estimates must also be filed but are held confidential.

(45l) Required to file bids amounting to $5,000 or more within thirty hours before time set for opening of bids, with agency designated by the Code Authority. Not sooner than thirty hours nor later than seventy-eight hours after time established for filing, bids shall be opened, and mailed to all members who have filed bids.

(45m) Required to file bids amounting to $500 or more with agency designated by the Code Authority which shall be kept sealed and confidential until bids are received and opened, following which successful bid and three lowest proposals shall be disclosed to all bidders. The Code Authority empowered to investigate bids upon complaint of any bidder.

Accepting Uninvited Bids or Accepting Bids After Closing Date.

(46) Must be returned to bidder unopened.

Inviting Bids From Unreliable Bidders

(47) Ability of bidder to obtain performance bond is deemed inadequate test of bidder's competency.

Delaying Award or Rejection of All Bids

(48) Within twenty days after time stipulated for receiving bids, award or rejection of all bids must be made, unless an extension of time has been requested by bidders and consented to by two or more bidders. If bid is conditional on award of previous contract, each succeeding awarding authority must award or reject all bids within thirty days after award of previous contract unless bidders agree to extension of time.

Calling for New Bids After Rejection of All Bids

(49) Awarding Authority may not call for new bids merely for the purpose of obtaining lower or revised price for substantially same work until ninety days have elapsed, unless there is evidence of collusion or such marked difference between bids submitted and awarding authority's estimate as would indicate to this Authority, and the Code Authority, the necessity of new bids to secure fair competition.

TRADE PRACTICES

	METALS, FERROUS & NON-FERROUS					CHEMICALS, DRUGS AND PAINTS							EQUIPMENT & MACHINERY							RECREATION					
	11	11/01	123	24	9	2/5	275-1	275-2	275-3	120	174	467	4	4-1	4-2	4-3	145	278	47	124	124A	124B	124C	124D	124E
	Iron and Steel Industry	Wire Reinforcement Industry	NON-METALLIC MINERALS Structural Clay Products	FUEL Bituminous Coal Industry	FOREST PRODUCTS Lumber and Timber Products Industries	Chemical Manufacturing Industry	Agricultural Insecticide & Fungicide Industry	Carbon Dioxide Industry	Industrial Alcohol Industry	PAPER Paper and Pulp Industry	RUBBER Rubber Tire Manufacturing Industry	FOOD Cigar Manufacturing Industry	Electrical Manufacturing Industry	Refrigeration Industry	Portable Electric Lamp & Shade Industry	Wiring Device Industry	FABRICATING Furniture Manufacturing Industry	TRANSPORTATION Trucking	FINANCE Bankers	Motion Picture Industry	Producers (Motion Picture Industry)	Producers-Distributors (Motion Picture Industry)	Distributors (Motion Picture Industry)	Exhibitors (Motion Picture Industry)	Distributors-Exhibitors (Motion Picture Industry)
PRODUCTION, CAPACITY AND INVENTORY CONTROL																									
Restrictions On Productive Capacity																									
Construction of new productive capacity....	P (1)	P (1)								1A									(1)						
Starting operation of new plants.....			NO (1)																						
Shifting use of productive equipment.....										1A															
Allocation Of Production.....	1A	1A																							
Production Quotas																									
Details specified in Code.....					HN (1)																				
Divisional quotas to be determined by Code Authority.....					X																				
Basis: estimates of consumption.....					X																				
: past shipments.....					XN																				
Individual quotas to be alloted by agency designated by Code Authority					X																				
Basis: past production.....					X																				
: past shipments.....					X																				
: number of employees.....					X																				
: taxes.....					X																				
: investment.....					N																				
Alteration of allotments.....					X																				
Publication of allotments, appeals and decisions.....					N																				
Balance of Production and Consumption.....										1A															
COST ACCOUNTING SYSTEM.....			OH (2)							(1) OAR	O (1)		VO OH (1)	VC OH (1)	VC OH (1)	VO OH (1)	(X)	(X)							
MINIMUM PRICES										Pc 1A (2)			Pc (2a)	Pc (2a)	Pc (2a)	Pc (2b)	Pc (1)	PcM (1)							
Sales Below Individual Members Cost.....																									
Sales Below Individual Cost Plus Uniform Mark-Up			PO (3)																						
Sales Below Fair Market Price.....				POO OS (1)																					

TRADE PRACTICES

	METALS, FERROUS & NON-FERROUS		NON-METALLIC MINERALS			CHEMICALS, DRUGS AND PAINTS				PAPER	RUBBER	FOOD	EQUIPMENT & MACHINERY				FABRICATING	TRANSPORTATION	FINANCE	RECREATION					
	11	11/01	123	24	9	275	275-1	275-2	275-3	120	174	467	4	4-1	4-2	4-3	145	278	47	124	124A	124B	124C	124D	124E
	Iron and Steel Industry	Wire Reinforcement Industry	Structural Clay Products	Bituminous Coal Industry	Lumber and Timber Products Industries	Chemical Manufacturing Industry	Agricultural Insecticide & Fungicide Industry	Carbon Dioxide Industry	Industrial Alcohol Industry	Paper and Pulp Industry	Rubber Tire Manufacturing Industry	Cigar Manufacturing Industry	Electrical Manufacturing Industry	Refrigeration Industry	Portable Electric Lamp & Shade Industry	Wiring Device Industry	Furniture Manufacturing Industry	Trucking	Bankers	Motion Picture Industry	Producers (Motion Picture Industry)	Producers-Distributors (Motion Picture Industry)	Distributors (Motion Picture Industry)	Exhibitors (Motion Picture Industry)	Distributors-Exhibitors (Motion Picture Industry)
Adjustment Of Contract Price in Case Of Increase or Decrease in Specified Cost Factors																									
Minimum Prices in Emergency					1AH		1AH																		
Minimum Prices Irrespective of Emergency												Xd (1)													
Destructive Price Cutting								P	P								P								
Price Differentials Between Classes of Products											H (2)														
TERMS OF PAYMENT																									
Cash Discounts	L (2) m	L (2) m	1AH		Lb (2)		L (1)					L (2)			L (3b)		L (2)								
Anticipation of Bills				I (2)	Tb (2)												Z (3)								
Period of Free Credit	TK (2) m	TK (2) m		Tn (3)			T (1)				T (3)			T (3a)	T (3b)		T (2)								
Interest Rate Beyond Free Credit Period	BH	BH												Z (3b)			G (4)								
Delayed Billing																									
Seasonal datings	Id (3)	Id (3)					X-P In (2)										I								
Terms And/or Conditions of Sale			1AH							1Am															
Extras and Deductions	0	0																							
Credit Practices			AH (4)																						
FORMS OF PAYMENT																									
Accepting Stocks And/or Bonds			E																						
FREIGHT AND TRANSPORTATION TERMS																									
Basing Point System	XH (4)	YH (5)																							
F. O. B. Basis of Selling															N		H								
Delivered Basis of Selling	HKH	HKH	H							MH															
Absorbtion of Transportation Costs			Ec																						
Prepayment of Freight Charges				D-Pb (1)	C (8)																				

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TRADE PRACTICES

	METALS, FERROUS & NON-FERROUS					CHEMICALS, DRUGS AND PAINTS							EQUIPMENT & MACHINERY							RECREATION					
	11	11/01	123	24	9	275	275-1	275-2	275-3	120	174	467	4	4-1	4-2	4-3	145	278	47	124	124A	124B	124C	124D	124E
	Iron and Steel Industry	Wire Reinforcement Industry	NON-METALLIC MINERALS Structural Clay Products	FUEL Bituminous Coal Industry	FOREST PRODUCTS Lumber and Timber Products Industries	Chemical Manufacturing Industry	Agricultural Insecticide & Fungicide Industry	Carbon Dioxide Industry	Industrial Alcohol Industry	PAPER Paper and Pulp Industry	RUBBER Rubber Tire Manufacturing Industry	FOOD Cigar Manufacturing Industry	Electrical Manufacturing Industry	Refrigeration Industry	Portable Electric Lamp & Shade Industry	Wiring Device Industry	FABRICATING Furniture Manufacturing Industry	TRANSPORTATION Trucking	FINANCE Bankers	Motion Picture Industry	Producers (Motion Picture Industry)	Producers-Distributors (Motion Picture Industry)	Distributors (Motion Picture Industry)	Exhibitors (Motion Picture Industry)	Distributors-Exhibitors (Motion Picture Industry)
Equalization of Freight Rates																	Xd (6)								
Shipment From Warehouse Rather Than From Factory																	C								
OPEN PRICE SYSTEM																									
Details Specified in Code	H	H	H			I,A (3)	H	H	H	H	H (4)	H	I	I (4)	I (4)	I (4)		HO (2)							
Publishing or Posting Required in Addition to Filing			H (5)																						
Compulsion on Members to File	H	H	H				H	H	H	H	H	H	H	H	H	H		Hr							
Agency With Which Information is Filed																									
Code Authority (and/or Trade Association)	X	X	X				X			X	X	X	X	X	X	X		X							
Agency designated by Code Authority								X	X																
Agency designated by Administrator									X																
Products Respecting Which Information is Filed																									
All products	X	X	X				X		X	X	X	X						X							
Products designated by Code Authority													X	X	X	X									
Standard Products and non-standard products designated by Code Authority								X																	
Information Specified in Code to be Filed																									
Prices	XX (5)	XX (5)	X			X	X	X	X	X	X	X (3)	X	X	X	X		X							
Terms and/or conditions of sale			X			X	X	X	X	X	X	X	X	X	X	X									
Discounts	X	X	X				X	X	X	X	X	X	X	X	X	X									
Allowances								X	X	X															
Rebates								X	X	X															
Special charges											X							X							
Bonuses																									
Code Authority to Prescribe Reporting Form									X																
Waiting Period Requirements																									
Effective on receipt by agency								X	X									X							
Effective on date specified by member											X														
Before any revisions (#days)	10	10	10				STAY 3			1		STAY 5	10	10	10	10									

TRADE PRACTICES

	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/C1 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Industries	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124A Producers (Motion Picture Industry)	124B Producers-Distributors (Motion Picture Industry)	124C Distributors (Motion Picture Industry)	124D Exhibitors (Motion Picture Industry)	124E Distributors-Exhibitors (Motion Picture Industry)
Before decreases only (# days)											10														
Minimum period before upward revisions (# days)								2	2																
Waiting period revised to meet competition...																									
Under any circumstances			X							X			X	X	X	X									
If revised price not lower than competitive price	X	X										X													
If filed within specified time before competitive price becomes effective							STAY 1				X (4)														
Code Authority may lengthen										I (3)															
Code Authority may shorten													X	X	X	X									
Dissemination of Information																									
Sent to all members (or producers of same products)								X	X	X		X	X	X	X	X									
Available for inspection by all members	X	X	X																						
To be "announced" to all members							X				X														
Sent to all customers																									
Sent to customers on request								X	X	X		X													
Sent to customers on payment of cost								X	X			X													
Available to all customers and/or all "interested parties"	X	X	X					X	X			X													
Available simultaneously to members and customers								X	X																
Filed And Effective Price																									
Must sell at filed prices						X		X	X																
May not sell at lower price and/or on more favorable terms	XH	XH					X			Xb (2)	X		X	X	X	X		X							
May meet lowest filed price if member has no price filed for any product and/or region	X	X																							
Abandonment Or Suspension of System										I						I									
Adjustment Of Bids And/or Contract in Case of New Filed Price	B	B																							
SALES IN OTHER ZONE BELOW LOWEST PUBLISHED PRICE IN SUCH ZONE				P																					

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[illegible]ADE PRACTICE RESTRICTIONS - MI[illegible]LLANEOUS GROUP

THADE PRACTICES	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/01 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Industries	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124A Producers (Motion Picture Industry)	124B Producers-Distributors (Motion Picture Industry)	124C Distributors (Motion Picture Industry)	124D Exhibitors (Motion Picture Industry)	124E Distributors-Exhibitors (Motion Picture Industry)
PRICE GUARANTEES AND OTHER OFFERS OF PRICE PROTECTION																									
Guarantees Against Price Decline	P	P			P		P		F																
Options				Tbn (5)																				Tr (1a)	LT (1b)
Offers Not Expiring in Specified Time					P (4)																				
Contracts for Deferred Delivery Not Subject To Price Change					TbNm (5)						P (5)														
Spot Sales				KWn (6)																					
Advance Notification of Price Change											P														
CONTRACT PERIOD	P WTb (6)	P WTb (6)	P TNn (8)	Pbn (7)																					
REBATES																									
Rebates	W (7)	W (7)	S	S			S	S	S		S			S		S	S	S							
Refunds			S	S			S	S	S		S					S	S	S							
Commissions	W (7)	W (7)	P				P	S	S		S					S	S	S							
Credits	W (7)	W (7)	P	S			P	S	S		S					S	S	S							
(Unearned) Discounts	W (7)	W (7)	S	S			P	P	S		S			S		S	S	S							
Donuses							P																		
Adjustments	W (7)	W (7)																							
ALLOWANCES																									
"Allowances"				S				E	E		E							E							
Advertising Allowances				Pn			P							E	MW (5)										
Demonstration Allowances															(6) Pb										
Freight Allowances																	Bd (6)								

TRADE PRACTICES	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/01 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Indus-	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124-A Producers (Motion Picture Industry)	124-B Producers-Distributors (Motion Picture Industry)	124-C Distributors (Motion Picture Industry)	124-D Exhibitors (Motion Picture Industry)	124-E Distributors-Exhibitors (Motion Picture Industry)
Crating Allowances																	Ld (7)								
Allowances for Returned Containers							Pd (4)																		
PAYMENT OR DIVERSION OF COMMISSIONS OR FEES TO BUYERS OR THEIR AGENTS																									
Payment or Diversion of Commissions or Fees by Members or Their Agents With Buyers or Their Agents				P	P				P							P								
RENDERING FINANCIAL ASSISTANCE TO BUYERS																									
Employing Employees, Relatives, Affiliates, Etc. of Customers									P																
CONDITIONAL SALES																									
Sales on Consignment or Memorandum	Pd	Pd	P	Pb (9)	P		Pb (5)								PBQ	STAY P									
Storing Goods With Customer							WRE (6)																		
Sales on Trial or Approval											N														
Shipment Without Order					Pb (6)																				
PRODUCT AND MAINTENANCE GUARANTEES																									
Uniform Product Guarantee											O														
"Product Guarantees"					(7) Pd									TLb (7)											
Performance Guarantees			M																						
RETURNS AND ADJUSTMENTS																									
Accepting Return of Other Than Defective Merchandise															Pb (8)										
Adjusting Incorrect Shipments				(An (10)																					
RENDERING ADDITIONAL OR SPECIAL SERVICES																									
Concessions				C																					
Any Additional or Special Service	C	C												C											

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	METALS, FERROUS & NON-FERROUS					CHEMICALS, DRUGS AND PAINTS							EQUIPMENT & MACHINERY							RECREATION					
	11	11/01	123	24	9	275	275-1	275-2	275-3	120	174	467	4	4-1	4-2	4-3	145	272	47	124	124A	124B	124C	124D	124E
	Iron and Steel Industry	Wire Reinforcement Industry	NON-METALLIC MINERALS Structural Clay Products	FUEL Bituminous Coal Industry	FOREST PRODUCTS Lumber and Timber Products Industry	Chemical Manufacturing Industry	Agricultural Insecticide & Fungicide Industry	Carbon Dioxide Industry	Industrial Alcohol Industry	PAPER Paper and Pulp Industry	RUBBER Rubber Tire Manufacturing Industry	FOOD Cigar Manufacturing Industry	Electrical Manufacturing Industry	Refrigeration Industry	Portable Electric Lamp & Shade Industry	Wiring Device Industry	FABRICATING Furniture Manufacturing Industry	TRANSPORTATION Trucking	FINANCE Bankers	Motion Picture Industry	Producers (Motion Picture Industry)	Producers-Distributors (Motion Picture Industry)	Distributors (Motion Picture Industry)	Exhibitors (Motion Picture Industry)	Distributors-Exhibitors (Motion Picture Industry)
SUPPLYING ADDITIONAL OR SPECIAL GOODS																									
Free Deals							Pb (7a)					KP												M (2)	
Lump Sum Offers			P																						
Sales of Other or Additional Goods at Reduced Prices														SD											
Gifts	P	P					M (8)																	I (3)	
Gratuities	P	P	P								P														P
Bribes	P	P																							
Premiums			P				M (8)					C (4)		STAY Pb (4)										I (3)	
Prizes							M (8)																	CM (2)	
Samples							L (7a)	Pbd (7b)																	
Script Books																								CM (2)	
Coupons																								CM (2)	
Containers								Rmd (9)																	
Rewards														STAY Pb (9)											
FORMS OF OFFERS, ORDERS, AGREEMENTS, ETC.																									
Oral Offers			P																						
Offers Omitting Other Significant Specified Detail			P (6)																						
Oral Orders															P										
Orders Omitting Other Significant Specified Detail					P (8)										P (10)										
Orders Omitting Specifications					I (8)																				
Oral Contracts			P	Pn																					
Contracts Omitting Other Significant Specified Detail			P (6)																						

TRADE PRACTICES	METALS, FERROUS & NON-FERROUS		NON-METALLIC MINERALS	FUEL	FOREST PRODUCTS	CHEMICALS, DRUGS AND PAINTS				PAPER	RUBBER	FOOD	EQUIPMENT & MACHINERY				FABRICATING	TRANSPORTATION	FINANCE	RECREATION					
	11	11/01	123	24	9	275	275-1	275-2	275-3	120	174	467	4	4-1	4-2	4-3	145	278	47	124	124A	124B	124C	124D	124E
	Iron and Steel Industry	Wire Reinforcement Industry	Structural Clay Products	Bituminous Coal Industry	Lumber and Timber Products Industries	Chemical Manufacturing Industry	Agricultural Insecticide & Fungicide Industry	Carbon Dioxide Industry	Industrial Alcohol Industry	Paper and Pulp Industry	Rubber Tire Manufacturing Industry	Cigar Manufacturing Industry	Electrical Manufacturing Industry	Refrigeration Industry	Portable Electric Lamp & Shade Industry	Wiring Device Industry	Furniture Manufacturing Industry	Trucking	Bankers	Motion Picture Industry	Producers (Motion Picture Industry)	Producers-Distributors (Motion Picture Industry)	Distributors (Motion Picture Industry)	Exhibitors (Motion Picture Industry)	Distributors-Exhibitors (Motion Picture Industry)
Contracts Omitting Full Description of Product	P	P																							
Oral Invoices																		PM (3)							
Invoices Omitting Other Significant Specified Detail					P (8)																				
Receipts Omitting Other Significant Specified Detail																		PM (4)							
Unitemized Billing												P (5)													
Standard Clauses for Contracts				Hbn (11)																					
Standard License Agreement																									YRb (4)
CONTRACTS AND/OR COMMITMENTS				Rg (12)																					
DEPARTURES FROM CONTRACT																									
Departure From Prices And/or Terms of Contract				HCn (11)											P										
Permitting Buyers Cancellation or Repudiation of Contract	C	C																							
Retroactive Alteration of Price				C																					
Settlement of Old Accounts at Less Than Full Value	N	N																							
STANDARDS																									
Product Standards					YHb (9)						C (6)				OH (11)										
Non-Standard Products			CQ																						
Manufacture And/or Sale of Non-Standard Products			P		WdPd (10)																				
Standards of Testing Size				YHg (13)																					
Packaging or Container Standards							YH (10a)	YH (10c)																	
Labeling Standards					YH (10)		YH (11)																		
Standards of Public Safety and Health																		QA (5)							
Violation of Governmental Regulations as to Products And/or Methods	P	P																							

TRADE PRACTICE RESTRICTIONS - MISCELLANEOUS GROUP

TRADE PRACTICES	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/01 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Industries	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124A Producers (Motion Picture Industry)	124B Producers-Distributors (Motion Picture Industry)	124C Distributors (Motion Picture Industry)	124D Exhibitors (Motion Picture Industry)	124E Distributors-Exhibitors (Motion Picture Industry)
LABELING REQUIREMENTS																										
All Products as to Content or Ingredients							Hdn (12)				KHI (7)															
All Products as to Grade					XHb (12)																					
All Products as to Quantity					KHb (12)																					
All Products as to Origin or Trade Mark															OH											
All Products as to Price												H (6)														
Designation of Class of Products																										
Discontinued And/or obsolete goods											KHO (8)															
Rebuilt goods											KHO (8)															
Sub-standard goods					H (13)																					
Non-standard products															H (12)											
SALES OF SUBSTANDARD OBSOLETE AND/OR USED GOODS																										
Discontinued And/or Obsolete Merchandise			ROF (8)							M	KRN (9)						BIA (5)									
Damaged And/or Defective Merchandise			(8) ROF							M																
Seconds And/or Off Grades			ROF (7)							M	KPb (9)															
Used Goods			ROF (7)								KRN (9)															
Reclaimed Merchandise			ROF (7)								KPN (9)															
Bankrupt Stocks			ROF																							
"Scrap"	W (8)	W (8)																								
PIRACY AND IMITATIONS																										
Piracy of Designs And/or Styles																	T (9)				Pr (5)					
Imitation of Trade Marks And/or Other Identifications of Competitor	P	P	W	WJ	P			P		P	P															

TRADE PRACTICE RESTRICTIONS – MISCELLANEOUS GROUP

TRADE PRACTICES	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/C1 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Industries	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124A Producers (Motion Picture Industry)	124B Producers-Distributors (Motion Picture Industry)	124C Distributors (Motion Picture Industry)	124D Exhibitors (Motion Picture Industry)	124E Distributors-Exhibitors (Motion Picture Industry)
COERCION, TRESPASS AND INTERFERENCE																									
"Coercion"																							P		
Tying Contracts			P									P											L (6)		
Contingent Sales (other than tying contracts)																							WN (7)		
Unwarranted Threats of Litigation											P			P				P		P	P	P	P	P	P
Repudiation or Threats of Repudiation of Contract	C	C	J																				C (8)		
Releasing Picture Before License Date																								J	
Intimidation or Threats of Intimidation																							P		
Espionage of Competitor	P	P		P							P									P	P	P	P	P	P
Enticement of Competitor's Employees														P		P					P (9a)				
Interference With Contracts And/or Contractual Relations	P	P	KP (8)	P	P			P			P	P		P				P			STAY BS (9e)	KP (9b)		P	P
Coercion to Force Revision in Filed Prices	P	P						P	P																
Commercial Bribery			P	P			P		P		P	P		P		P	P	P							
Use of Competitor's Container								J																	
Comparative Demonstration or Other Use of Own and Competitor's Products														P											
Purchase in Excess of Requirements to Hinder Competitor																								P	
Collusion to Withhold Instruments of Production from Certain Producers																					P				
Advertising Picture when Another Exhibitor has Prior Exhibition Rights Before Such Exhibition																								PN	
Failure to Offer New Product to Exclusive Customer																							P (10)		
Revealing Confidential Information																							P (11)	P (11)	
PURCHASE FROM CUSTOMER OR EXCHANGE OF OWN FOR COMPETITOR'S PRODUCT											P														

TRADE PRACTICES	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/01 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Industries	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124A Producers (Motion Picture Industry)	124B Producers-Distributors (Motion Picture Industry)	124C Distributors (Motion Picture Industry	124D Exhibitors (Motion Picture Industry	124E Distributors-Exhibitors (Motion Picture Industry)
MISREPRESENTATION AND DECEPTION																									
Misrepresentation of Any Kind					P (14)						P (10)			P		P (13)	P (10)								
Misrepresentation of Product	P	P		P								P		P			P (11)	P (8)							
Misrepresentation of Prices	P	P																							
Misrepresentation of or Deceptive Credit Terms											P						P								
Misrepresentation of Services																		P							
Misrepresentation of Nature or Form of Business					P																				
False And/or Inaccurate Offers							P				P	P				P									
False And/or Inaccurate Orders																		P (6)							
Misdated Orders											P														
False And/or Inaccurate Acknowledgement of Order																P									
False And/or Inaccurate Contract																P									
Misdated Contracts				P																					
False And/or Inaccurate Invoicing			P	P	P		P				P	P				P	P								
Pre-Dated Invoices	P	P		P							P						P								
Post-Dated Invoices	P	P		P			P				P						P								
Inaccurate And/or Misleading Advertising				P	P			P			P	P		P		P	P	P							
Inaccurate And/or Deceptive Labeling, Branding, Marking or Packing					P			P				P		P		P									
Deceptive Selling Methods											P														
Lotteries							P (8)																	CM (2)	
Defamation of or Inaccurate Reference to Competitor	P	P	P	P							P	P		P		P	P	P		P	P	P	P	P	P

TRADE PRACTICES	METALS, FERROUS & NON-FERROUS 11 Iron and Steel Industry	11/01 Wire Reinforcement Industry	123 NON-METALLIC MINERALS Structural Clay Products	24 FUEL Bituminous Coal Industry	9 FOREST PRODUCTS Lumber and Timber Products Industries	CHEMICALS, DRUGS AND PAINTS 275 Chemical Manufacturing Industry	275-1 Agricultural Insecticide & Fungicide Industry	275-2 Carbon Dioxide Industry	275-3 Industrial Alcohol Industry	120 PAPER Paper and Pulp Industry	174 RUBBER Rubber Tire Manufacturing Industry	467 FOOD Cigar Manufacturing Industry	EQUIPMENT & MACHINERY 4 Electrical Manufacturing Industry	4-1 Refrigeration Industry	4-2 Portable Electric Lamp & Shade Industry	4-3 Wiring Device Industry	145 FABRICATING Furniture Manufacturing Industry	278 TRANSPORTATION Trucking	47 FINANCE Bankers	RECREATION 124 Motion Picture Industry	124A Producers (Motion Picture Industry)	124B Producers-Distributors (Motion Picture Industry)	124C Distributors (Motion Picture Industry)	124D Exhibitors (Motion Picture Industry)	124E Distributors-Exhibitors (Motion Picture Industry)
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DISCRIMINATION																										
Discrimination Between Customers of the Same Class as to Prices And/or Terms			P (4)									P														
Discrimination Between Purchasers of Same Quantity as to Prices And/or Terms			P																							
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TRADE PRACTICES

	METALS, FERROUS & NON-FERROUS		123	24	9	CHEMICALS, DRUGS AND PAINTS				120	174	467	EQUIPMENT & MACHINERY				145	278	47	RECREATION					
	11	11/01				275	275-1	275-2	275-3				4	4-1	4-2	4-3				124	124A	124B	124C	124D	124E
	Iron and Steel Industry	Wire Reinforcement Industry	NON-METALLIC MINERALS Structural Clay Products	FUEL Bituminous Coal Industry	FOREST PRODUCTS Lumber and Timber Products Industries	Chemical Manufacturing Industry	Agricultural Insecticide & Fungicide Industry	Carbon Dioxide Industry	Industrial Alcohol Industry	PAPER Paper and Pulp Industry	RUBBER Rubber Tire Manufacturing Industry	FOOD Cigar Manufacturing Industry	Electrical Manufacturing Industry	Refrigeration Industry	Portable Electric Lamp & Shade Industry	Wiring Device Industry	FABRICATING Furniture Manufacturing Industry	TRANSPORTATION Trucking	FINANCE Bankers	Motion Picture Industry	Producers (Motion Picture Industry)	Producers-Distributors (Motion Picture Industry)	Distributors (Motion Picture Industry)	Exhibitors (Motion Picture Industry)	Distributors-Exhibitors (Motion Picture Industry)
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11 and 11 c/1 Codes of Fair Competition

for the

Iron and Steel Industry

and for the

Wire Reinforcement Industry

Construction of New Productive Capacity

(1) Prohibition applies to new blast furnaces and open hearth or Bessemer steel capacity. President empowered to suspend operation of this provision.

Cash Discounts and Period of Free Credit

(2) ½ of 1% of invoice price if invoice is paid within thirty days from date of invoice in case of water shipment from or through Atlantic Coast or Gulf Port to any pacific Coast Port or through Pacific Coast port for delivery in California, Oregon or Washington, the Canal Zone or an Alaskan port. In all other cases ½ of 1% of invoice value for payment within ten days of date of invoice or on the basis of settlements twice each month on invoices dated first to fifteenth on payment before the twenty-fifth and on invoices dated from sixteenth to end of month on payment before tenth proximo except on products competitive with those produced at Pacific Coast plant and delivered to California, Oregon and Washington. ½ of 1% may be allowed for payment within ten days from date of invoice.

In case of pipe, 2%/10 days or settlements twice monthly as above permitted, except to jobbers; to jobbers 2% for payment on the 15 day of the month following, or on non-interest-bearing trade acceptances due in not more than 120 days from date of shipments.

In case of merchant wire products, fence and sign posts 2/10 days or twice monthly as above permitted, or on water shipments 2/30 days or 40 days on products similar to those produced at Pacific Coast plants and shipped to California, Oregon and Washington.

On products shipped by water from or through Atlantic Coast or Gulf ports to Oregon or Washington, Canal Zone or Alaskan port, net 50 days from date of invoice; otherwise, thirty days from date of invoice excepting series of shipments to any purchaser during any calendar month, net 20th of month following. Products similar to those produced in Pacific Coast plants for delivery to California, Oregon and Washington payable net 60 days from date of invoice; pipe to jobbers and merchants wire products and fence and sign post, 60 days from date of invoice.

Seasonal Datings

(3) On woven wire fencing and fence and sign posts in lots of 500 rods or posts or more sold to purchasers for resale: Spring terms for shipments on and after December 1st and on or before the following

April 1st, 4% for cash on or before the following January 10th, 3½% for cash on or before the following February 10th, 3% for cash on or before the following March 10th, 2½% for cash on or before the following April 10th, 2% for cash on or before the following May 10th. For shipments after April 1st and on or before May 31st, 2%/10 days from date of invoice. Autumn terms. For shipments on and after June 1st and on or before the following October 1st - 4% for cash on or before the following July 10th, 3½% for cash on or before the following August 10th; 3% for cash on or before the following September 10th, 2½ for cash on or before the following October 10th; 2% for cash on or before the following November 10th. For shipments after October 1st and on or before November 30th, 2/10 days from date of invoice.

All discounts apply only to invoiced value after excluding any and all amounts added on account of freight or other transportation charges to the base price for such products in determining delivered price thereof.

Except as otherwise provided, in the case of woven wire fencing in lots of 500 rods or more and of fence and sign posts in lots of 500 posts or more sold to purchasers for resale on shipments made on and after December 1st and on or before the following April 1st the maximum period of free credit shall be end of the following May 31st; on shipments made after April 1st and on or before the following May 31st, 60 days from date of invoice; on shipments made on and after June 1st and on or before the following October 1st, the following November 30th, and on shipments made after October 1st and on or before the following November 30th, 60 days from date of invoice. Date of mailing check or other order for payment may be deemed date of such payment.

Basing Point System

(4) For details see Schedule F of Code of Fair Competition as amended May 30, 1934, and amendment No. 1 for Wire Reinforcement Industry as approved September 12, 1934.

Open Price System

(5) Members required to file "base prices", that is prices f.o.b. basing point before any extras are added on any discount or other deduction allowed; only one base price to be filed for any product at any basing point except carload price and L. C. L. price may be filed for pipe. Prices for standard tee rails of more than 60 pounds per yards and angle bars and rail joint prices shall be f. o. b. mill of producer or point of destination. Price may not be filed for longer period than quarter year.

Contract Period

(6) Shipments under contract required to be completed before end of calendar quarter year ending not more than four months after date of making contract, excepting purchases for construction of an identified structure, of new railroad cars or locomotives under specified definite contract of purchaser with a third party at a fixed price or for construction of such structures, cars or locomotive owned by such purchaser provided that contract requires that products sold be used only for such construction.

Rebates

(7) Restriction prohibits rebates, etc. other than set forth in contract of sale.

Sales of Scrap

(8) Provision prohibits selling as scrap any product which may have value for other than remelting purposes.

Agreements Requiring Adherence to Member's Prices by Customers

(9) Agreements must be in form substantially as approved by the Board of Directors and filed with the Secretary. Provision is made for penalty in case of violation of agreement.

123 Code of Fair Competition

for the

Structural Clay Products Industry

Starting Operation of New Plants

(1) Certificate must be procured from Branch Committee before starting operation of plants not heretofore in operation or shut down for three years prior to approval of code. If Branch Committee denies application for such opening or refuses to make a decision within sixty days, owner may appeal to Code Authority or Administrator for final decision. Improving efficiency, adopting methods or machinery to lower production costs or improve products, or resuming operation of plants owned prior to October 1, 1931, permitted.

Cost Accounting System

(2) System to be adaptable to the business of all members of the industry and to be designed to make possible accurate determination by each member of his individual cost. Members to keep records in accordance with such system or in other manner which will make readily available the information required thereby.

Sales Below Individual Member's Cost

(3) Allowable cost to be individual direct factory cost of member plus weighted average indirect allowable cost for such branch of the industry as determined in accordance with the formula for company and the items to be included as designated by the Code Authority.

Credit Practices and Discrimination Between Customers of the Same Class as to Prices and/or Terms

(4) Manufacturers may refuse credit, require special terms of payment when this is necessary for protection of account. Exchange of credit information is permitted.

Open Price System

(5) To be published at the site of consumption except that in any region where filing of prices, including individual transportation charges to the site of consumption, is impracticable for any member in the region, such member may file prices at any point or points of delivery other than site of consumption, subject to approval of the regional committee. If permission is granted, any other member may publish his prices at such point or points in addition to the publication of prices delivered at site of consumption.

Offers and Contracts Omitting Other Significant Specified Detail

(6) Offers and contracts must contain definite statements as to price, terms of payment, place of delivery, in addition to all other items necessary to a complete understanding.

Sales of Substandard, Obsolete and/or Used Goods

(7) These goods may be sold at less than cost of new standard grade products after they have been reported to the Regional Committee who shall determine within 10 days the prices and terms of sale of such products subject to review by the Branch Committee Code Authority or Administrator; or if they fail to do so, the Branch Committee or Code Authority may make such determinations. Members required to publish these prices and terms in accordance with the rules for publishing prices of new products.

Interference With Contracts and/or Contractual Relations

(8) Includes prohibition of solicitation of orders from anyone with the knowledge that he has already signed an order with a competitor, excepting that an architect's specifications are not deemed a signed order; and renewal of sales effort by a competitor after the seller receiving the order has commenced delivery even when a difference has arisen resulting in cessation of delivery, unless seller has had a reasonable opportunity to adjust the difference.

24 Code of Fair Competition

for the

Bituminous Coal Industry

Sales Below Fair Market Price

(1) In contracts for deferred deliveries, "fair market price" is to be at the date of such contract, regardless of the dates specified for making deliveries. The "fair market prices" for various kinds, grades and sizes in the various consuming markets are to be established by marketing agencies, or by the Code Authorities for those areas where no marketing agencies exist, subject to administrative review. The Code specifies certain factors to be taken into consideration in determining "fair market prices", such as furnishing of employment, competition with other fuels, needs of the consuming public, etc., and it is provided that coals shall be classified by applying all factors usually considered in connection with physical structure and chemical analysis and their effect upon salability and use value of such coals. It is provided further that while making competitive market prices, dumping prices in any area of consumption are to be guarded against. "Fair market prices" must be published by the Code Authorities, and any coal producer may apply for information at the office of the district Code Authority with regard to classification and prices.

Where coal is refused by consignee in transit or at destination, shipper may sell at less than code price provided name of consignee and reason for refusal, copy of notice of refusal and notice of re-consignment, price received for coal so sold, and statement that sale is not in violation of any other code provision, are filed with Code Authority.

If any size is made for which a price is not named or if the oversize exceeds the permissable tolerance specified in code, price for next larger size must be used. In case of conflict, the tolerance on sized coals controls.

Right of appeal is established. For further details see Article VI, Sections 1-4 as set forth in Amendment No. 6 approved 1/25/35.

Anticipation of Bills

(2) Legal rate.

Period of Free Credit

(3) Rail shipments: 20th day of month following shipment.
Tidewater shipments: 30 days from date of vessel bill-of-lading or where shipments are made regularly, 20th day of month following shipment.
Lake cargo shipments: 60 days from date of vessel bill-of-lading.
Bunker coal at tidewater for foreign vessels: 30 days sight-draft New York exchange for American vessels or 20th day of month following delivery.
Railway fuel: 25th day of month following shipment.

Prepayment of Freight Charges

(4) When bids require delivered price and freight is thus prepaid, amount of freight prepaid must be invoiced to buyer within 24 hours of receipt of freight bill. Prepayment of freight to point published in railway tariffs permitted.

Options

(5) Options voided if price is increased. Acceptance must be in writing and be filed with Code Authority. Retail dealer may be given options at not less than current code prices, to be converted into contract to protect retail dealer on a bona fide signed contract between such dealer and industrial plant or public institution as defined in code.

Spot Sales

(6) Defined to be orders for shipment within 60 days from date of sale. Written acknowledgment required, containing same clauses as required of contracts. Failure of buyer to accept order within specified time voids contract.

Agreement Indefinite as to Time and/or Quantity

(7) Number of cars or tonnage to be specified, excepting that contract may call for supplying entire or stated percentage of buyer's requirements if maximum tonnage is specified and excepting that a tolerance of 10% over or under specified tonnage may be allowed.

Contract Period

(8) 12 months.

Sales on Consignment or Memorandum

(9) Bunker coal, coal applicable against existing contracts and coal for storage other than in railroad cars by the producer or his agent, in rail or truck yards or on docks, wharves or other yards for resale by the producer or his agent - consignments limited to cover above at rail or truck yards, tidewater ports, river ports or lake ports and/or docks beyond such ports.

Adjusting Incorrect Shipments

(10) Where claim is that shipment is of sub-standard preparation or quality, shipper may settle at less than code price but must file with Code Authority, name of consignee and reason for request, amount of allowance or adjustment and statement that in making allowance no other code provision has been violated.

Standard Clauses for Contracts

(11) These deal with altering contract prices in case of increases or decreases in freight rates or labor costs; one provides that in diversion of shipment from original destination, the price, if necessary shall be altered so that it is not less than the current published price in the zone to which it has been re-consigned. These are mandatory. It is permitted to insert a clause that in case of a reduction in code price, such price may be substituted for contract price.

Contracts and Commitments

(12) Must be reported within 5 days and must specify name of purchaser, tonnage, price and duration.

Standards of Testing Size

(13) Tests to be made on a hand-shaken round-hole screen in accordance with principles established in proposed tentative method of test for screen analysis for bituminous coal as released by sub-committee VII of A. S. T. M. on 11/21/34.

Trade Differentials

(14) For amounts see uniform marketing rules and regulations for subdivision of division I approved by Administrative Order 24-117A on 5/11/35.

Extension of Trade Differentials to Parties Not Entitled Thereto

(15) Sales to or through any broker, jobber, commission account or sales agency which is in fact an agent for an organization of retailers or industrial consumers, thereby granting unentitled discounts, are prohibited. Trade differentials may not be granted in cases where coal is purchased for distribution at retail over or through a vehicle, dock, trestle or other facility owned, operated or affiliated with such person; nor in cases where partial or complete ownership, relationship or affiliation exists between a person and the consumer; nor to persons engaged primarily in the retail coal business where coal sold is to be used for domestic purposes or is to be delivered to another person in the retail business or is to be delivered from retailer's yards by trucks or is to be delivered from a dock trestle, private siding or team track by truck; nor on coal transported by truck from mine to consumer.

Contracts With Agents

(16) Contract with sales agents must be written and filed with the Code Authority and be subject to their approval. Such contracts must set forth the authority of the agent, his compensation and all other terms and conditions of his appointment. The Code Authority is required to regularly publish lists of producers and their sales agents.

Commissions or Fees to Agents

(17) Compensation to agents is limited in maximum amount to amounts to be allowed as trade discounts by producers to wholesalers and must be paid out of the commission of the general or regional sales agent.

9 Code of Fair Competition for the

Lumber and Timber Products Industries

Production Quotas

(1) Code Authority to determine and revise not less frequently than each 3 months estimate of expected consumption, and based thereon to establish and revise production quotas for divisions and subdivisions of the industry. To be eligible for allotment, members must be registered with agencies designated by Code Authority. Basic Code specifies allotment for periods not in excess of 3 months but some divisions (mahogany, Philippine mahogany, northern hardwood, northeastern hardwood, northern hemlock et al) permit allotments for longer periods specified in code or at the discretion of the Code Authority. Basis for individual quotas designated are alternative. For full details see Article VIII of Code. Alterations of allotments are permitted under special circumstances on application to agencies designated by Code Authority. Certain exceptions, such as for production during peak periods, are specified, but generally allotments are not cumulative and increases are permitted to execute export orders.

Cash Discounts and Period of Free Credit

(2) Except for water shipment, where credit risk is satisfactory to seller; To retailers: 60 days net from date of invoice; cash discount of 2% of net amount after deducting actual freight paid if paid within 5 days after arrival of car.
To Wholesalers; 80% of net amount after deducting estimated freight within 15 days from date of invoice, balance less 2% of total, net after deducting actual freight within 60 days from date of invoice.
To industrials and buyers not otherwise classified: 60 days net from date of invoice or 2% cash discount of net amount after deducting freight if paid within 10 days after arrival of car.

Prepayment of Freight Charges

(3) Net, subject to sight draft or payment upon receipt of invoice. In figuring delivered prices for rail shipments, seller must use established schedule of weights for species sold.

Offers Not Expiring in Specified Time

(4) Offers must expire within 15 days from date of quotation, except that they may be extended over a period of 60 days on special construction projects.

Contracts for Deferred Delivery Not Subject to Price Change

(5) To retailers and wholesalers time limit is 30 days from date of order; to industrials, and wholesalers for shipments to

industrials, time limit is 3 months from date of order except a period may be extended on authorization from the Code Authority. Water shipments, and products sold for specific construction job under contract not subject to cancellation, excepted.

Shipment Without Order

(6) Placing stock in transit via rail is prohibited. Placing unsold stock in transit via water by either manufacturer or wholesaler unless wholesaler has acquired full and unconditional title to stock prior to shipment is prohibited.

"Product Guarantees"

(7) Red cedar shingles may be guaranteed as to grade only as provided for in simplified practice recommendations R 16-29 and Commercial Standards C S 31-33 of the Bureau of Standards.

Orders and Invoices Omitting Specifications And/or Other Significant Specified Detail

(8) Offers and invoices must show terms of sale, association grade, species, quantities, sizes and price of each item for agreed delivery. If not of American Lumber Standard size and/or association grade, order and invoice must show nominal and finished sizes and grade sold by reference to some non-association specification on file with the Division, or completely state specifications. Must state whether stock is green, air dried or kiln dried. If order does not include specifications they must be supplied seller within 15 days from date of order.

Product Standards

(9) In absence of express sales agreement, products are to be manufactured and graded in accordance with official published manufacturers association grading and inspection rules applicable thereto. Also trade terms, definitions and all other terms, words or phrases and regulations relating to the manufacture, sale, invoicing and shipment of lumber are understood to be interpreted and applied in accordance with applicable provisions of the official manufacturers association grading rules in effect at time of sale.

Red cedar shingles are required to conform to simplified practice recommendations R 16 - 29 and Commercial Standards C S 31 - 33 of the Bureau of Standards. Some details specified in code, such as minimum size 5/2" thickness measured at butt end and 16" length.

Manufacture And/or Sale of Non-Standard Products

(10) Lumber special non-standard sizes and grades may be sold under special contract but grade, size both rough and dressed and price must be detailed in both order and invoice. Non-standard red cedar shingles are prohibited.

Labeling Standards

(11) If lumber is grade marked or species marked, only standard manufacturers association grade and marks wherever established are allowed.

Labeling of All Products As To Grade and Quantity

(12) Except for water shipment, as certification of quantity and grade of product shipped official manufacturers association car cards (shipper's certificate) must be placed in each car shipped. For shipments requiring inspection at point of origin, official certification of the manufacturers association inspection agencies will be furnished. Shippers certificate not to disclose name of originating manufacturer but must be identified sufficiently to permit administrative agency to trace shipment.

Red cedar shingles must be branded or labeled as to species and grade number in letters of same size as grade name established by simplified practice recommendations R 16 - 29 of the Bureau of Standards.

Labeling of Sub-Standard Products

(13) Applies to all products rough or dressed manufactured to sizes below American Lumber Standards and/or Manufacturers Association Standards sold on standard nominal size. Stamp not to be obliterated or removed.

Misrepresentation of Any Kind

(14) Code refers specifically to goods, credit terms, values, policies, services and nature or form of business.

Trade Differentials

(15) Maximum discounts to wholesalers to be established by divisional and subdivisional agencies and filed with the Code Authority to remain in effect until changes are approved by the Code Authority.

Extension of Trade Differentials to Parties Not Entitled Thereto

(16) Buyers' agents acting for purchaser are not entitled to discounts nor may discounts be given to other than wholesalers.

Pool Car Sales

(17) Carload sales requiring invoicing and delivery to more than 3 retailers or more than one stop-over at origin and one stop-over at destination prohibited. Pool car sales of less than 10,000 feet to one customer are subject to service charge to be established by each division. Stop-over charges must be paid by buyer or buyers in addition to invoice price.

Commission or Fees to Agents, Brokers or Other Controlled Sales Representatives

(18) Maximum commissions to be paid to commission men to be established by divisional and sub-divisional agencies and filed with the Code Authority; to remain in effect until changes are approved by the Code Authority.

Number of Sales Outlets

(19) One commission representative for each species calling on the same trade in the same territory is maximum allowed.

Conservation Measures

(20) Code Authority to request a conference with the Secretary of Agriculture and other state and public agencies as he may designate with the purpose of establishing measures necessary for the conservation and sustained production of resources, in cooperation with State and Federal authorities. Schedule C of the Code provides for promulgation by divisional and sub-divisional agencies especially designated to formulate and revise rules of forest practice for approval of the Code Authority and subject to disapproval or suspension by the Administrator, to secure enforcement of such rules, and to cooperate with governmental and other agencies. Principles of Forest Conservation are set forth in Schedule C.

275 Codes of Fair Competition

for Supplements of the

Chemical Manufacturing Industry

Cash Discounts and Period of Free Credit

(1) 1/10 days or on notice to Code Authority, 10th day of following month on running accounts; net 30 days.

Seasonal Datings

(2) Spring stock orders for shipment at manufacturer's convenience to agricultural sulphur distributors, jobbers, dealers and/or consumers may be dated not to exceed May 1st with regular terms, provided that the Code Authority surveys trade conditions by zones and authorizes and approves datings for such zones, subject to administrative approval.

Open Price System

(3) Basic Codes provide that any subdivision may elect, subject to approval of the President, to operate under an open price system for any of its productions provided that changes in prices and/or terms and conditions are announced by member immediately to all other members through such agency as subdivision determines, and provided that variations from such open and publicly announced prices and/or terms and conditions are not allowed.

Allowances for Returned Containers

(4) No allowances on containers returned which are non-returnable packages as defined in the Poisonous Articles Sections of the I.C.C. regulations.

Sales on Consignment or Memorandum

(5) Patented phytonomic oils may be consigned to spray oil emulsion manufacturers.

Storing Goods With Customer

(6) Prohibited if such storage is a subterfuge for consignment, or constitutes rebate. If not in violation of above, payment of warehousing fee in excess of public warehouse rate is prohibited.

Free Deals and Samples

(7a) Limited to free samples to Agricultural Experimental Stations and other government agencies; samples not exceeding $5.00 in value at any one time; materials used for experimental purposes directly under the supervision of the seller; and new products which have been on the market for less than one year.

(7b) A reasonable quantity of solid carbon dioxide may be furnished to a prospective customer or sold below published prices provided that such customer has not previously purchased solid carbon dioxide commercially for any purpose, in cases of encouraging the development of new uses commercially. Name and address of such prospective purchaser, intended use of product, prices, discounts, terms of payment and conditions of sale applying to such sale must be filed confidentially with the Code Authority.

Prizes, Premiums, Gifts and Lotteries

(8) Prohibition applies when prizes, premiums or gifts are given by any means which involves lottery, fraud or misrepresentation.

Containers

(9) Members of the Liquid Carbon Dioxide Section of the Industry required to file once in each 90 day period, names and addresses of customers failing to conform to terms under which its cylinder property has been furnished to such customers.

Packaging or Container Standards

(10a) Where packages are covered by the specifications of the I. C. C. regulations, only such packages permitted, otherwise restricted to those sizes shown on published price lists.

(10b) Filling any apparatus not having official approval required by any government agency with solid carbon dioxide is prohibited.

Labeling Standards

(11) Mandatory labeling of bags, barrels or other containers of agricultural sulphur according to the Federal Insecticide Act of 1910 as amended.

Labeling of All Products as to Content or Ingredients

(12) Label to show fineness of elemental sulphurs in ground agricultural sulphurs or prepared sulphurs except when sold as insecticide in Florida.

Customer Classification

(13) Agricultural sulphur distributors and jobbers to be classified under the supervision of the Code Authority in accordance with definitions set forth in the Code. Final determination of classification rests with the Code Authority subject to Administrative disapproval.

Commissions to Brokers

(14) Commissions to brokers limited to 1 .

120 Code of Fair Competition

for the

Paper and Pulp Industry

Cost Accounting System

(1) Systems used by members to be in accordance with principles of system established pursuant to enabling provision and must be as detailed and complete as such system.

Sales Below Individual Member's Cost

(2) Member's cost is that during last period of 3 consecutive months or 3 accounting periods of 4 weeks each, ending not less than 30 days prior to the first date of such quarter in accordance with the accounting system as provided in code. Cost of delivery is item of cost unless this principle is modified by the divisional Code Authority except that if below individual cost, scheduled price may be justified on basis of lowest price filed for same product by a competitor provided that such other schedule can be identified. Such justification is voided if such competitor's price is cancelled or increased.

Open Price System

(3) 5 day maximum prescribed by Code.

Conservation Measures

(4) Conservation of forest resources is declared purpose of the Industry. Code Authorities are therefore to cooperate with the Secretary of Agriculture and other national and state officials and agencies and the Code Authorities of other industries in planning measures to this end.

174. Code of Fair Competition

for the

Rubber Tire Manufacturing Industry

Cost Accounting System

(1) Such system to be established "for guidance of each member". Provision provides for a study of a market stabilization plan based on cost control.

Price Differentials Between Classes of Products

(2) After standards have been established pursuant to enabling provision, any products in excess of maximum specifications must be sold at prices which truly reflect their higher cost.

Period of Free Credit

(3) 10th Proximo

Open Price System

(4) Provision requires filing of consumers preferred wholesale and state lists, former defined to be the lists from which dealer and jobber discounts shall be applicable, and to apply to sales of tires and tubes to owners of less than five vehicles; preferred wholesale list to apply to commercial operators of five or more vehicles; and state lists to apply to state, country and municipal accounts. If new prices are files to meet competition, to be effective on the same date as those being met, such revisions must be filed prior to (no specific time specified) the effective date of the list first filed. No member is permitted to solicit the reinstatement of any order previously cancelled at other than his own current price. There is further, a provision that orders received or postmarked after 12:01 A.M. of the effective date of a new price list must be accepted at new price.

Contracts for Deferred Delivery Not subject to Price Change

(5) Price guarantee on future deliveries prohibited. Deliveries beyond thirty day period (definition of deferred delivery) must be made at prices in effect on delivery date.

Product Standards

(6) Tire Committee of the Tire and Rim Association is to provide the Code Authority with standard specifications to standardize manufacturing tolerances within the Industry. Copy to be sent to every member of the Industry after approval of 51 per cent in volume of members of Code and administrative approval, and shall become effective 90 days thereafter. See Price Differentials Between Class of Products which provide for products above standard tolerance.

Labeling of All Products as to Content or Ingredients

(7) Side wall of casing and label to indicate number of cord plies from bead to bead, built into the casing of automobile, truck and bus pneumatic tires. Breaker strips are not construed to be plies for the purpose of this provision, but plies extending from the heel of one bead to the heel of the other bead, if substantially of the same construction as other plies in the tire, are not construed as breaker strips. The Code Authority is empowered to designate markings for the purpose of this provision.

Labeling of Discontinued and/or Obsolete and Rebuilt Goods

(8) The Code Authority to designate markings for this purpose.

Sales of Sub-standard, Obsolete and/or Used Goods

(9) Seconds may be sold to employees for their own use but not for resale. In no case may firsts be sold as seconds. Notice to the Code Authority must be sent two weeks in advance of sale of other sub-standard obsolete or used goods indicating number of tires or tubes to be so disposed of, reasons therefor, discount below regular established prices at which they are to be sold. Approval of the Code Authority required, and if they are to render a decision within ten days member may appeal to the Administrator for approval. The Code Authority is required to notify all members simultaneously if any such authorization.

Misrepresentation of Any Kind

(10) The Code refers specifically to commodity, credit terms, value, policies, services and nature or form of business conducted.

467. Code of Fair Competition for the Cigar Manufacturing Industry

Minimum Prices Irrespective of Emergency

(1) Two for five cents maximum price for cigars or stogies produced by employees paid the minimum wage rate prescribed in Code; containers, must be labeled two for five cents.

Cash Discounts

(2) Two per cent within established credit terms of member.

Open Price System

(3) Retail prices to be filed and these to constitute basis for computing discounts and terms for all dealers, which discounts and terms must also be filed.

Premiums

(4) Permitted unless constituting additional discount or reduction in price below minima established in accordance with Code provision.

Unitemized Billing

(5) Required to show retail prices and discounts therefrom.

(Numbers 6-8 not used in this tabulation)

Labeling of All Products as to Price

(6) Retail price must be marked on containers.

Trade Differentials

(7) See Article VI, section 2, for detail; members selling directly and exclusively to consumers are exempt from merchandising plan as set forth in Article VI, Section 2.

Selling in Competition With Retailer

(8) Sales by members of this Industry in competition with retailers must be in conformance with the merchandising plan.

Adherence to Member's Code by Customers

(9) See Schedule I annexed to Code. This sets forth in part the merchandising plan for the Wholesale and Retail Tobacco Trades. Such merchandising plan is accepted, adopted and approved by this Industry (Article VI) It is not analyzed in detail here, other than those provisions which specifically relate to cigar manufacturing, because such other provisions relate to the customers of cigar manufacturers who are

covered by the Wholesale Tobacco Trade Code and the Retail Tobacco Trade Code. The provisions, as explained above, become part of this Code because of the statement in paragraph 1 of Article VI "accepting, adopting and approving" the plan. Analysis, however, belongs properly to these two other Codes. Briefly, the plan provides principally for filing of prices by jobbers and sub-jobbers and sets forth discounts for sale by retailers.

4. Code of Fair Competition

for the

Electrical Manufacturing Industry

and its

Supplements

Cost Accounting System

(1) Systems used by members must conform to the principles of and be as detailed and complete as the system set forth in Sixth Edition of the Manual of Accounting, prepared and published by NEMA, (National Electrical Manufacturers' Association) for method of accounting, and a system formulated or approved by NEMA for method of costing variations must be approved by NEMA Committee.

Sales Below Individual Member's Cost

(2a) Such cost to be determined in accordance with uniform and standard method of costing formulated or approved by NEMA, exception allowed to meet competition only if supplemental code makes specific provision therefor. Administrative Orders 4-5 and 4-7 permit this exception for wire and cable sub-division in lieu of any supplemental code therefor, special goods excepted. See Sales of Sub-standard Obsolete and/or Used Goods.

(2b) In filing a new price schedule to meet competition, Code Authority must be advised that revised schedule involves sales below cost to meet competition. If no price is filed for any product, member may meet proven quoted price if previous notice of such intention is given Code Authority. During period of developing and introducing some new product until market demand and volume of production produce a cost below the price that can be reasonably charged, member may sell below cost if prior notice of such intention has been sent Code Authority. See also footnote (2a).

Cash Discounts, Period of Free Credit and Interest Rate Beyond Free Credit Period

(3a) Sight draft bill of lading wherever feasible and in no case may open account extend beyond 20th proximo unless evidenced by negotiable note, trade acceptance or other negotiable instrument bearing interest at an annual rate of 6% or maximum legal rate, whichever is lower.

(3b) Two to ten days from date of invoice; 30 days net.

Open Price System

(4) Incorporated by reference from basic code.

Advertising Allowances

(5) Office Memorandum No.326 approved Jan.5th, 1935, incorporated by Amendment.

Demonstration Allowances

(6) Exception permitted if product on which allowance is made is one having such unusual mechanical or other special features as require more expert demonstration and explanation than that which should reasonably be expected of the average sales person.

"Product Guarantees"

(7) Limited to replacement or repair of equipment which is defective in material or workmanship. Members permitted to develop individual plans for replacing units in case of failure after the expiration of the warranty, provided that no representation of any nature is made to mislead any purchaser to assume extension of warranty beyond the period of one year from date of installment, or to confuse such replacements with the warranty; and provided further that in all representations the amount added to the complete unit price to cover average cost of unit replacement is indicated.

Accepting Return of Other than Defective Merchandise

(8) Returns may be accepted because of purchaser's failure to meet obligations, but such returns must be reported to the Code Authority.

Premiums and Rewards

(9) Prize contests openly conducted among purchasers are permitted.

Orders Omitting Other Significant Specified Detail

(10) Orders must set forth terms of sale as to state, payment, quantity, price, delivery, arrangements and complete description of product.

Product Standards

(11) Code Authority to establish standards committee representative of the industry and two members appointed by the N.I.R.B. to study and recommend to Code Authority and N.I.R.B. such standards as are deemed feasible.

Labeling of Non-Standard Products

(12) Provision not effective until standards have been established pursuant to enabling provision.

Misrepresentation of Any Kind

(13) Refers specifically to misrepresentation of goods, credit terms, values, policies, services and nature or form of business

145. Code of Fair Competition

for the

Furniture Manufacturing Industry

Sales Below Individual Member's Cost

(1) Cost on future deliveries is that at time of acceptance of order.

Cash Discounts and Period of Free Credit

(2) 2/30 days from date of shipment or ten days after arrival at destination or on monthly settlements the 15th of the month following date of shipment.

Anticipation of Bills

(3) one half of one per cent per month.

Interest Rate Beyond Free Credit Period

(4) Six per cent per annum on notes.

Equalization of Freight Rates

(5) On cedar chests and other storage pieces equalization permitted so that carload freight rate applicable to shipment from factory to destination will be no greater than carload rate on same shipments from nearest of following points: Atlanta, Georgia; Chicago, Illinois; or New York, New York.

Freight Allowances

(6) Carload freight rate must be used in computing allowances whether made on carloads or less on cedar chests and other cedar storage pieces.

Crating Allowances

(7) Where cedar chests or cedar storage pieces are shipped without crating, dealer may be allowed fifty cents per crate maximum.

Sales of Discontinued Merchandise

(8) Permitted at any price provided that manufacturer never again manufactures such discontinued pattern. The Code Authority may require reports of such sales and, subject to administrative approval, may adopt rules to prevent the use of close-outs as an unfair trade practice.

Piracy of Designs and/or Styles

(9) Copying or reproducing exclusive design or pattern original in design or treatment within two years of its introduction is prohibited.

Misrepresentation of Any Kind

(10) Refers specifically to misrepresentation of products, credit terms, values, policies, services or otherwise.

Misrepresentation of Product

(11) Provision prohibits the failure to furnish to the buyer on request a description of products, including the principal materials of which it is made and other important attributes.

278. Code of Fair Competition

for the

Trucking Industry

Sales Below Individual Member's Cost

(1) Cost to be determined in accordance with cost formula established pursuant to enabling provision. Sales at such lesser rate as may be approved by the appropriate Code Authority, permitting for hire member to meet rates and tariffs of a competition outside of Industry, permitted.

Open Price System

(2) "To establish administrative rules governing the filing of minima for rates and tariffs ..." . State and Divisional Code Authorities to receive and keep record of schedules of minima for rates and tariffs filed by members. Price filing rules and regulations set forth in the Code applicable to for hire members. Additional provision for rates and tariffs may be submitted by the National Code Authority, subject to administrative approval.

Oral Invoices

(3) Written memorandum must be issued within forty-eight hours of the beginning of transportation unless exception is granted by proper Code Authority.

Receipts Omitting Other Significant Specified Detail

(4)Must show point of origin, name of consignee, date, general description of shipment, destination and name of consignee unless exception is granted by proper Code Authority.

Standards of Public Safety and Health

(5) The Code Authority is empowered to make studies of the advisability of requiring evidence of responsibility or insurance with reference to public liability for injury to persons or property, and with reference to security of property transported by members of the Industry, and report to the Administrator thereon.

Misrepresentation of Product

(6) "No member of the Industry shall allow any shipper to bill freight at less than its actual weight or to falsely describe any product."

Trade Agreements

(7) Proposed trade agreements must be submitted to proper Code Authority if approved by the majority of members by number of vehicles or who carry major portion of tonnage, and approved by Administrator;

such agreements binding on all members of the industry within the jurisdiction of the Code Authority submitting same. Each such agreement must set forth its scope by area and operation. For further detail see Article VIII of the Code.

No. 47 Code of Fair Competition

For the

Bankers

(1) This Code contains no trade practice provisions.

Options

(1a) Exhibitors entering into contract for exhibition of pictures permitting exhibitor to select from total number of pictures licensed less than 85 per cent and reject the remainder, must send written rejection within twenty-one days of availability.

(1b) If exhibitor has contracted to exhibit all pictures offered at one time by distributor to exhibitor and license fees of all average not more than $250, exhibitor is privileged to exclude from such license agreement not to exceed ten per cent of total number of picture so licensed, provided exhibitor is not in default under such license agreement and has complied with all provisions for exhibition of such picture at specified intervals, and provided that notice of rejection be written within fourteen days after general release date in exchange territory; exhibitor may exclude without payment one picture out of each group of ten of the number of feature picture specified in the license agreement provided nine are paid for, or may exercise privilege by paying license fee of each motion picture excluded with notice of its exclusion. If last group licensed is less than ten but not more than five, exhibitor may exclude if all but one are paid for. For further details of exclusion in cases where license fee is to be percentage of exhibitors receipts, see Article V, Section F, Part 6, especially subsections, c FF.

Free Deals, Prizes, Script Books, Coupons, and Letteries

(2) These, or other methods or devices for lowering announced admission prices which are unfair to competing exhibitors or deceive the public, are prohibited. Minimum admission price specified in any contract licensing exhibition of a picture must be maintained. Exhibitors may alter admission prices only if notin violation of contract or published price.

Gifts and Premiums

(3) If exhibitors operating not less than seventy five per cent of the number of actively and continuously operated theaters not affiliated with distributors or producers, and exhibitors operating not less than seventy-five percent of the number of actively and continuously operated theaters affiliated with distributors or producers declare in writing that giving rebates such as premiums in the form of gifts or other things of value shall not be permitted within area as defined by Local Clearing and Zoning Board, it is prohibited to give such things of value after ninety days after such determination.

Standard License Agreement

(4) Optional Standard License Agreement (1933) negotiated by exhibitors and now being used by distributors to be used by distributors for licensing exhibition of motion pictures unless parties mutually agree that different form be used, and except where any provision is inconsistent with the Code provision.

Piracy of Designs and/or Styles

(5) Prohibition applies to appropriation by any cartoon producer of the good will of another by adaptation of a cartoon character.

Tying Contracts

(6) Requiring lease of short subjects, excepting news reels, limited to proportion of feature pictures for which contract is negotiated bears to total number of feature pictures required by exhibitor.

Contingent Sales (other Than Tying Contracts)

(7) Requirement of exhibition of specified pictures on any specific day or days of week must be provided for in exhibitor's contract therefor, and in no event may such requirement be made if license fee is a fixed sum only.

Repudiation or Threats of Repudiation of Contract

(8) Adjustment of license fees for exhibition rights of a number of pictures licensed in a group for a stated average sum per picture, and so stated in the license agreement is mandatory if the total number of pictures so licensed are not delivered by the distributor and the exhibitor has fulfilled the terms and conditions of such license.

Interference with Contracts and/or Contractual Relations and Enticement of Competitor's Employees.

(9a) Producers are prohibited from aiding or abetting in the voluntary release or dismissal of any author, dramatist or actor employed in rendering exclusive service in connection with any legitimate drama or musical comedy for the purpose of securing the services of any such person. Producers may not negotiate with any employee under written contract to any other producer prior to the last thirty days of the term of his contract of employment. Article V, Section B, sub-sections 2,3, 4, 5, and 6, establish regulations relative to requirement of notice to producer in making of offer by another producer to his employee, priority rights to the services of employees, etc. All these regulations were indefinitely stayed.

(9b) Provision prohibits public exhibition prior to date agreed in contract for motion-picture rights to any dramatic or musical work and prohibits negotiations prior to sixty days before date when outside producer or associated producer has fulfilled commitment to produce, or distributor with whom he has contractual obligations, or sixty days prior to termination of agreement, whichever is earlier.

Failure to Offer New Porduct to Exclusive Customer

(10a) If any exhibitor has contracted to exhibit more than fifty per cent of the total number of pictures announced for release during any given season by a distributor and such distributor during such season releases any picture in addition to the number so announced, he must offer such picture to such exhibitor prior to his offer of it to others.

Revealing Confidential Information

(11) Refers specifically to revealing exhibitor's box office receipts.

Shipping or Performing at Variance With Contract or Representative

(12) If substitution is made, a paid advertisement of not less than one fourth of a page in at least one issue of a national trade publication before the release date of the picture in which substitution was made must be published.

Sales to Specified Classes of Customers

(13) Licensing of pictures to non-theatrical accounts for exhibition contrary to any determination, restriction or limitation by a Local Grievance Board that such licensing would be unfair to an established motion picture theater is prohibited, excepting to army posts or camps, U. S. Navy ships, ships carrying passengers to foreign or domestic ports, educational or religious institutions, prisons, hospitals, orphanages, etc.

Registration of Agents for Whom Member Buys

(14) Code Authority to establish an agency committee, composition of which is specified in the code, to make rules and regulations for registration of and dealings with agents, and to arbitrate in case of dispute.

Buying from Code Violators

(15) Provision prohibits dealing with agents who practice commercial bribery with regard to producer's employee, alienate or entice any employee under written contract of employment, or advise or induce violation in any manner of such contract, falsely make representation to producer affecting in any way employment of the person represented by the agent, refuse to register, or have had registration revoked, and other provisions.

APPENDIX I

TRADE PRACTICE PROVISIONS OMITTED FROM TABULATIONS

I. SPECIFIC RESTRICTIONS OMITTED FROM SUMMARY TABULATION OF PART I

Provision	Number of Codes In Which Included
"Discounts" prohibited	7
"Discounts" prohibited if excessive	3
"Discounts" prohibited if secret	4
"Discounts" prohibited if discriminatory	8
"Credit terms" must not be excessive	1
"Credit terms" must be reported to code authority	1
Delaying acceptance of order prohibited	1
Accepting order for specific job before customer secures award prohibited	2
Contracts containing penalty clauses prohibited	1
Contracts containing penalty clauses prohibited unless provision for bonus also	3
Contracts containing liquidated damages clause prohibited	2
Failure to give customers advance notice of discontinued lines prohibited	1
Maximum tolerance provided for date of shipment	2
Wilful manufacture of substandard products prohibited	3
Receipting bills before payment prohibited	2
Split billing prohibited	3
Regulations of auction sales	1
Mandatory uniform contract form set forth in code	5
Mandatory uniform order form set forth in code	1
Mandatory uniform leasing form set forth in code	1
Form of contract used must be approved by code authority	1
Sales for export to buyers not under contract not to resell within U. S. prohibited	4
Permitting diversion of product by customer to specified uses prohibited	1
Direct from factory to customer shipments - distribution codes require compensating charge to be made	4
Activities of members' agents restricted	2
Sales by outsiders in enfranchised territories prohibited	3
Warehouse sales (rather than from factory) prohibited	1
Warehouse sales (rather than from factory) prohibited unless additional charge made	4
Freight or transportation charges prohibited if secret	1
Diversion of shipment from original destination prohibited	3
Disclaimers of legal responsibility prohibited	1
Failure to offer new adequate inspection of product by customer prohibited	1
Failure to permit adequate inspection of product by customer prohibited	1
Acceptance of orders or goods designated for competitor prohibited	2
Collusion to withhold instruments of production from certain producers prohibited	1
Purchases in excess of requirements to hinder competitors prohibited	3

Provision	Number of Codes In Which Included
Representing competitor's sales or installations as own prohibited	2
Misleading promise of delivery date prohibited	5
Deceptive resale price tags prohibited	3
Resale price tags to show price not exceeding 125% of price to customer	1
Concealed relationship with selling agency prohibited	4
Transfer of assets to avoid performance of construct prohibited	1
Acting both as agent and undisclosed principal prohibited	1
Bidding without adequate capital to perform prohibited	1
Fake, fictitious, or "blind" bids prohibited	9
Failure to post insurance information prohibited	2
Inaccurate representations to prospective sales representatives prohibited	2
Accepting rebate or commission undisclosed to principal prohibited	1
Offer of sale unauthorized by owner prohibited	1
Rules prescribed for use of estimating bureau which code authority is to establish	5
Detailed conservation rules	3
Renting or leasing space or equipment to shop employees prohibited	3
Comparative demonstrations of own and competitors' products prohibited	2
Leasing productive equipment to non-members of industry prohibited	2
Permitting performance of industry function by non-member prohibited	2
Supplying trade secrets to non-industry producers prohibited	3
Sharing with processor compensation received for industry function prohibited	1
Selling unifinished products prohibited	4
Processing prison-made goods prohibited	2

APPENDIX II

II. GENERAL PROVISIONS AFFECTING TRADE PRACTICE RESTRICTIONS EXCLUDED FROM TABULATION OF BOTH PARTS II AND III.

1. General provisions which did not restrict the activities of code members or specifically empower or require the Code Authority to act on any specific matter, as for example: the provision found in a majority of codes which prohibited the use of subterfuge or the aiding or abetting of any other member of the industry in violation of any code provision; the provision that the Code Authority might require periodic reports on employment, production and other matters when such power was not specifically related to production control or other restrictions; or the provision that the Code Authority might recommend further "trade practices", etc. without specific reference to any particular trade practice or classes of trade practices.

2. Provisions, which while affecting trade practices, seem to have had as their primary purpose support of administrative or labor provisions, as for example: provisions requiring the maintenance of records of transactions, etc.; regulations dealing with the use of N.R.A. labels; or penalties for violations of code provisions and provisions relating to the administrative machinery for complaints, appeals, etc.

3. Provisions which regulated the adjustment of contracts in existence on the effective date of the code or other regulations dealing with effective date of the code or any code provision.

4. Provisions which regulated buying, selling, or processing of prison-made goods or employment of prison labor. These provisions were excluded because by the terms of Executive Order No. 6684-A of April 19, 1934, the Compact of Fair Competition for the Prison Industries of the United States took precedence over such provisions as were already in codes and future code provisions were required to be in accordance with such compact.

9679

OFFICE OF THE NATIONAL RECOVERY ADMINISTRATION
THE DIVISION OF REVIEW

THE WORK OF THE DIVISION OF REVIEW

Executive Order No. 7075, dated June 15, 1935, established the Division of Review of the National Recovery Administration. The pertinent part of the Executive Order reads thus:

> The Division of Review shall assemble, analyze, and report upon the statistical information and records of experience of the operations of the various trades and industries heretofore subject to codes of fair competition, shall study the effects of such codes upon trade, industrial and labor conditions in general, and other related matters, shall make available for the protection and promotion of the public interest an adequate review of the effects of the Administration of Title I of the National Industrial Recovery Act, and the principles and policies put into effect thereunder, and shall otherwise aid the President in carrying out his functions under the said Title. I hereby appoint Leon C. Marshall, Director of the Division of Review.

The study sections set up in the Division of Review covered these areas: industry studies, foreign trade studies, labor studies, trade practice studies, statistical studies, legal studies, administration studies, miscellaneous studies, and the writing of code histories. The materials which were produced by these sections are indicated below.

Except for the Code Histories, all items mentioned below are scheduled to be in mimeographed form by April 1, 1936.

THE CODE HISTORIES

The Code Histories are documented accounts of the formation and administration of the codes. They contain the definition of the industry and the principal products thereof; the classes of members in the industry; the history of code formation including an account of the sponsoring organizations, the conferences, negotiations and hearings which were held, and the activities in connection with obtaining approval of the code; the history of the administration of the code, covering the organization and operation of the code authority, the difficulties encountered in administration, the extent of compliance or non-compliance, and the general success or lack of success of the code; and an analysis of the operation of code provisions dealing with wages, hours, trade practices, and other provisions. These and other matters are canvassed not only in terms of the materials to be found in the files, but also in terms of the experiences of the deputies and others concerned with code formation and administration.

The Code Histories, (including histories of certain NRA units or agencies) are not mimeographed. They are to be turned over to the Department of Commerce in typewritten form. All told, approximately eight hundred and fifty (850) histories will be completed. This number includes all of the approved codes and some of the unapproved codes. (In Work Materials No. 18, Contents of Code Histories, will be found the outline which governed the preparation of Code Histories.)

(In the case of all approved codes and also in the case of some codes not carried to final approval, there are in NRA files further materials on industries. Particularly worthy of mention are the Volumes I, II and III which constitute the material officially submitted to the President in support of the recommendation for approval of each code. These volumes

set forth the origination of the code, the sponsoring group, the evidence advanced to support the proposal, the report of the Division of Research and Planning on the industry, the recommendations of the various Advisory Boards, certain types of official correspondence, the transcript of the formal hearing, and other pertinent matter. There is also much official information relating to amendments, interpretations, exemptions, and other rulings. The materials mentioned in this paragraph were of course not a part of the work of the Division of Review.)

THE WORK MATERIALS SERIES

In the work of the Division of Review a considerable number of studies and compilations of data (other than those noted below in the Evidence Studies Series and the Statistical Material Series) have been made. These are listed below, grouped according to the character of the material. (In Work Materials No. 17, Tentative Outlines and Summaries of Studies in Process, these materials are fully described).

Industry Studies

Automobile Industry, An Economic Survey of
Bituminous Coal Industry under Free Competition and Code Regulation, Economic Survey of
Electrical Manufacturing Industry, The
Fertilizer Industry, The
Fishery Industry and the Fishery Codes
Fishermen and Fishing Craft, Earnings of
Foreign Trade under the National Industrial Recovery Act
  Part A - Competitive Position of the United States in International Trade 1927-29 through 1934.
  Part B - Section 3 (e) of NIRA and its administration.
  Part C - Imports and Importing under NRA Codes.
  Part D - Exports and Exporting under NRA Codes.
Forest Products Industries, Foreign Trade Study of the
Iron and Steel Industry, The
Knitting Industries, The
Leather and Shoe Industries, The
Lumber and Timber Products Industry, Economic Problems of the
Men's Clothing Industry, The
Millinery Industry, The
Motion Picture Industry, The
Migration of Industry, The: The Shift of Twenty-Five Needle Trades From New York State, 1926 to 1934
National Labor Income by Months, 1929-35
Paper Industry, The
Production, Prices, Employment and Payrolls in Industry, Agriculture and Railway Transportation, January 1923, to date
Retail Trades Study, The
Rubber Industry Study, The
Textile Industry in the United Kingdom, France, Germany, Italy, and Japan
Textile Yarns and Fabrics
Tobacco Industry, The
Wholesale Trades Study, The
Women's Neckwear and Scarf Industry, Financial and Labor Data on

Women's Apparel Industry, Some Aspects of the

Trade Practice Studies

Commodities, Information Concerning: A Study of NRA and Related Experiences in Control
Distribution, Manufacturers' Control of: Trade Practice Provisions in Selected NRA Codes
Distributive Relations in the Asbestos Industry
Design Piracy: The Problem and Its Treatment Under NRA Codes
Electrical Mfg. Industry: Price Filing Study
Fertilizer Industry: Price Filing Study
Geographical Price Relations Under Codes of Fair Competition, Control of
Minimum Price Regulation Under Codes of Fair Competition
Multiple Basing Point System in the Lime Industry: Operation of the
Price Control in the Coffee Industry
Price Filing Under NRA Codes
Production Control in the Ice Industry
Production Control, Case Studies in
Resale Price Maintenance Legislation in the United States
Retail Price Cutting, Restriction of, with special Emphasis on The Drug Industry.
Trade Practice Rules of The Federal Trade Commission (1914-1936): A classification for comparison with Trade Practice Provisions of NRA Codes.

Labor Studies

Cap and Cloth Hat Industry, Commission Report on Wage Differentials in
Earnings in Selected Manufacturing Industries, by States, 1933-35
Employment, Payrolls, Hours, and Wages in 115 Selected Code Industries 1933-1935
Fur Manufacturing, Commission Report on Wages and Hours in
Hours and Wages in American Industry
Labor Program Under the National Industrial Recovery Act, The
  Part A. Introduction
  Part B. Control of Hours and Reemployment
  Part C. Control of Wages
  Part D. Control of Other Conditions of Employment
  Part E. Section 7(a) of the Recovery Act
Materials in the Field of Industrial Relations
PRA Census of Employment, June, October, 1933
Puerto Rico Needlework, Homeworkers Survey

Administrative Studies

Administrative and Legal Aspects of Stays, Exemptions and Exceptions, Code Amendments, Conditional Orders of Approval
Administrative Interpretations of NRA Codes
Administrative Law and Procedure under the NIRA
Agreements Under Sections 4(a) and 7(b) of the NIRA
Approve Codes in Industry Groups, Classification of
Basic Code, the -- (Administrative Order X-61)
Code Authorities and Their Part in the Administration of the NIRA
  Part A. Introduction
  Part B. Nature, Composition and Organization of Code Authorities

Part C. Activities of the Code Authorities
Part D. Code Authority Finances
Part E. Summary and Evaluation
Code Compliance Activities of the NRA
Code Making Program of the NRA in the Territories, The
Code Provisions and Related Subjects, Policy Statements Concerning
Content of NIRA Administrative Legislation
Part A. Executive and Administrative Orders
Part B. Labor Provisions in the Codes
Part C. Trade Practice Provisions in the Codes
Part D. Administrative Provisions in the Codes
Part E. Agreements under Sections 4(a) and 7(b)
Part F. A Type Case: The Cotton Textile Code
Labels Under NRA, A Study of
Model Code and Model Provisions for Codes, Development of
National Recovery Administration, The: A Review of its Organization and Activities
NRA Insignia
President's Reemployment Agreement, The
President's Reemployment Agreement, Substitutions in Connection with the
Prison Labor Problem under NRA and the Prison Compact, The
Problems of Administration in the Overlapping of Code Definitions of Industries and Trades, Multiple Code Coverage, Classifying Individual Members of Industries and Trades
Relationship of NRA to Government Contracts and Contracts Involving the Use of Government Funds
Relationship of NRA with States and Municipalities
Sheltered Workshops Under NRA
Uncodified Industries: A Study of Factors Limiting the Code Making Program

Legal Studies

Anti-Trust Laws and Unfair Competition
Collective Bargaining Agreements, the Right of Individual Employees to Enforce
Commerce Clause, Federal Regulation of the Employer-Employee Relationship Under the
Delegation of Power, Certain Phases of the Principle of, with Reference to Federal Industrial Regulatory Legislation
Enforcement, Extra-Judicial Methods of
Federal Regulation through the Joint Employment of the Power of Taxation and the Spending Power
Government Contract Provisions as a Means of Establishing Proper Economic Standards, Legal Memorandum on Possibility of
Industrial Relations in Australia, Regulation of
Intrastate Activities Which so Affect Interstate Commerce as to Bring them Under the Commerce Clause, Cases on
Legislative Possibilities of the State Constitutions
Post Office and Post Road Power -- Can it be Used as a Means of Federal Industrial Regulation?
State Recovery Legislation in Aid of Federal Recovery Legislation History and Analysis
Tariff Rates to Secure Proper Standards of Wages and Hours, the Possibility of Variation in
Trade Practices and the Anti-Trust Laws
Treaty Making Power of the United States
War Power, Can it be Used as a Means of Federal Regulation of Child Labor?

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THE EVIDENCE STUDIES SERIES

The Evidence Studies were originally undertaken to gather material for pending court cases. After the Schechter decision the project was continued in order to assemble data for use in connection with the studies of the Division of Review. The data are particularly concerned with the nature, size and operations of the industry; and with the relation of the industry to interstate commerce. The industries covered by the Evidence Studies account for more than one-half of the total number of workers under codes. The list of these studies follows.

Automobile Manufacturing Industry
Automotive Parts and Equipment Industry
Baking Industry
Boot and Shoe Manufacturing Industry
Bottled Soft Drink Industry
Builders' Supplies Industry
Canning Industry
Chemical Manufacturing Industry
Cigar Manufacturing Industry
Coat and Suit Industry
Construction Industry
Cotton Garment Industry
Dress Manufacturing Industry
Electrical Contracting Industry
Electrical Manufacturing Industry
Fabricated Metal Products Mfg. and Metal Finishing and Metal Coating Industry
Fishery Industry
Furniture Manufacturing Industry
General Contractors Industry
Graphic Arts Industry
Gray Iron Foundry Industry
Hosiery Industry
Infant's and Children's Wear Industry
Iron and Steel Industry
Leather Industry
Lumber and Timber Products Industry
Mason Contractors Industry
Men's Clothing Industry
Motion Picture Industry
Motor Vehicle Retailing Trade
Needlework Industry of Puerto Rico
Painting and Paperhanging Industry
Photo Engraving Industry
Plumbing Contracting Industry
Retail Lumber Industry
Retail Trade Industry
Retail Tire and Battery Trade Industry
Rubber Manufacturing Industry
Rubber Tire Manufacturing Industry
Shipbuilding Industry
Silk Textile Industry
Structural Clay Products Industry
Throwing Industry
Trucking Industry
Waste Materials Industry
Wholesale and Retail Food Industry
Wholesale Fresh Fruit and Vegetable Industry
Wool Textile Industry

THE STATISTICAL MATERIALS SERIES

This series is supplementary to the Evidence Studies Series. The reports include data on establishments, firms, employment, payrolls, wages, hours, production capacities, shipments, sales, consumption, stocks, prices, material costs, failures, exports and imports. They also include notes on the principal qualifications that should be observed in using the data, the technical methods employed, and the applicability of the material to the study of the industries concerned. The following numbers appear in the series:
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Asphalt Shingle and Roofing Industry
Business Furniture
Candy Manufacturing Industry
Carpet and Rug Industry
Cement Industry
Cleaning and Dyeing Trade
Coffee Industry
Copper and Brass Mill Products Industry
Cotton Textile Industry
Electrical Manufacturing Industry
Fertilizer Industry
Funeral Supply Industry
Glass Container Industry
Ice Manufacturing Industry
Knitted Outerwear Industry
Paint, Varnish, and Lacquer, Mfg. Industry
Plumbing Fixtures Industry
Rayon and Synthetic Yarn Producing Industry
Salt Producing Industry

THE COVERAGE

The original, and approved, plan of the Division of Review contemplated resources sufficient (a) to prepare some 1200 histories of codes and NRA units or agencies, (b) to consolidate and index the NRA files containing some 40,000,000 pieces, (c) to engage in extensive field work, (d) to secure much aid from established statistical agencies of government, (e) to assemble a considerable number of experts in various fields, (f) to conduct approximately 25% more studies than are listed above, and (g) to prepare a comprehensive summary report.

Because of reductions made in personnel and in use of outside experts, limitation of access to field work and research agencies, and lack of jurisdiction over files, the projected plan was necessarily curtailed. The most serious curtailments were the omission of the comprehensive summary report; the dropping of certain studies and the reduction in the coverage of other studies; and the abandonment of the consolidation and indexing of the files. Fortunately, there is reason to hope that the files may yet be cared for under other auspices.

Notwithstanding these limitations, if the files are ultimately consolidated and indexed the exploration of the NRA materials will have been sufficient to make them accessible and highly useful. They constitute the largest and richest single body of information concerning the problems and operations of industry ever assembled in any nation.

L. C. Marshall,
Director, Division of Review.

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